



**MEMBERSHIP &  
ACCOUNT  
AGREEMENT**

**EXPEDITED FUNDS  
AVAILABILITY DISCLOSURE**

**PRIVACY NOTICE**

**ELECTRONIC FUND  
TRANSFERS DISCLOSURES &  
AGREEMENT**

**7474 Ferguson Road  
Dallas, Texas 75228-6568**

**August 2017**



Duncanville Branch 506  
E. Highway 67  
Duncanville, TX 75137

Frankford Branch  
3015 Frankford Rd.  
Dallas, TX 75287

Oak Cliff Branch  
126 E Colorado  
Dallas, TX 75203

Waxahachie Branch  
406 N. Grand Ave.  
Waxahachie, TX 75165

Ferguson Branch  
7474 Ferguson Rd.  
Dallas, TX 75228

Gainesville Branch  
406 N. Grand Ave.  
Suites 101, 102  
Gainesville, TX 76240

Sherman Branch  
401 W. Wilson Ave.  
Sherman, TX 75090

Financial Services Center  
(214) 515-0100  
(888) 324-2328 toll free

Internet  
[www.citycu.org](http://www.citycu.org)

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## **TRUTH IN SAVINGS DISCLOSURES**

Truth in Savings Account Disclosure and Rate and Fee Schedules that apply to each of your Accounts, including the dividend or interest rate and the annual percentage yield on your Accounts, are set out on the Truth in Savings Rate, Fee, and Account Disclosures Schedules that accompany this Account Agreement.

### **CITY CREDIT UNION MEMBERSHIP AND ACCOUNT AGREEMENT**

This Membership and Account Agreement applies to consumer and trust accounts only. If you have a business, organization, or association account with us, please refer to the City Credit Union Business Membership and Account Agreement for terms and conditions applicable to those accounts.

In this Agreement, the words “you,” “your,” “party,” and “Owner” mean any person or entity who signs a Membership Application and Account Authorization, or any other application in connection with the opening of any Account with City CU, any such person or entity who maintains an Account with us, and any other person or entity authorized to use or having access to any such Account. “Owner” means each person who owns the Account, including any Joint Owners. “Primary Member” means the Account Owner first listed on the Application and under whose taxpayer identification number the Account is opened. The words “we,” “us,” “our,” and “City CU” mean City Credit Union.

You authorize us to establish one or more Accounts for you and on behalf of any other persons designated in your Membership Application and Account Authorization or in any other Account application you may execute with us (collectively, the “Application”), including but not limited to any Savings Account, any Checking Account, any Money Market Account, and any Certificate of Deposit Account. By opening or using any such Account, you agree to be bound by the terms of this Agreement whether you are acting in your individual capacity, in a fiduciary capacity, or in your capacity as an officer, agent, or representative of any business entity or association. You also acknowledge receipt of and agree to be bound by our Truth in Savings Account Disclosure and Rate and Fee Schedules as amended from time to time and to conform to our rules, regulations, bylaws, policies and procedures now in effect and as amended or adopted hereafter. In case of any conflict between the terms of this Account Agreement and the disclosures set forth in the Truth in Savings Account Disclosure and Rate and Fee Schedules, the disclosures appearing in the Truth in Savings Account Disclosures and Rate and Fee Schedules will control. The Truth in Savings Account Disclosures and Rate and Fee Schedules are incorporated into this Agreement. This Agreement is incorporated into and made a part of any Application or other document you execute or receive in connection with the opening or use of any Account or service. Unless any other agreement you have with us specifically provide otherwise, this Agreement will control in the event of inconsistency.

To join City CU, you must meet the membership requirements as set forth in the City CU's Bylaws as established from time to time by City CU's Board of Directors.

## **Member Accounts in City CU are federally insured to at least \$250,000 by the National Credit Union Share Insurance Fund**

### **ACCOUNT OWNERSHIP**

**1. Single Party Accounts.** Under this type of Account ownership, the sole party to the Account owns the Account. If you open a Single Party Account, then upon your death and absent any Payable on Death (P.O.D.) designation, ownership of the Account passes as part of your estate under your Will or by intestacy. See the Payable on Death (P.O.D.) section below regarding the option to designate an Account beneficiary. A P.O.D. designation operates outside of any probate process; however, there may be gift tax implications. Consult your estate attorney or tax accountant.

**2. Joint or Multiple Party Accounts.** If an Account is opened by two or more parties, or if one or more parties are added to a Single Party Account after the Account is opened, the Account will be a Joint or Multiple Party Account. The parties to the Account own the Account in proportion to the parties' net contributions to the Account. Payment of any sum to any party at any time shall be valid and discharge City CU from any and all liability for such payment. Except as otherwise provided in this agreement, City CU may accept instructions from any party or act at the request of any party with regard to any such Account without the consent of any other party to the Account. City CU may require the consent of one or more Owners before permitting any party to take certain actions. Except as provided in this Agreement, each Owner authorizes all other parties to the Account to act on his or her behalf with respect to the Account and to endorse any instrument payable to him or her for deposit to any such Account. Without the consent or joinder of any other party and without regard to the interest in the Account of any other party, any party to the Account may (a) make deposits to or withdraw funds from the Account, (b) place stop payment orders with respect to any payment orders or items drawn on the Account by any party to the Account, (c) pledge all funds on deposit in an Account to secure any indebtedness owing to us, or (d) designate an Account to provide overdraft protection for any other Account, except that non-Owner parties are not authorized to perform the actions described in (c) and (d) above. In the event that any Account may be accessed by means of an electronic fund transfer, including the use of a Debit Card issued in connection with the Account or any telephone, computer, or mobile access program, each Owner grants to every other party actual authority to initiate any such transfer, to use any such Debit Card issued, and to use any Personal Identification Number or password (collectively "PIN") issued in connection with any Debit Card or telephone, computer, or mobile access program.

The parties agree that, subject to applicable law, City CU may pay funds in any Joint or Multiple Party Account to or on the order of any other party, regardless of whether any other parties are incapacitated or deceased. A survivorship designation for a Joint or Multiple Party Account may be ineffective unless signed by all parties to the Account. City CU makes no representation concerning the legal consequences or effectiveness of the survivorship rights described below, including any consequences arising out of

the community property laws of any state, and you agree to hold us harmless from any loss or liability in connection with any survivorship designation. You understand that you should consult with your attorney if you have any questions regarding the validity, effectiveness, or fitness of any such survivorship designation for any purpose.

**Change/Conditions of Joint Ownership.** A Member in whose name a Joint or Multiple Party Account is opened who designates other parties to own the Account jointly may, without notice to any other party of such Account and upon written notice to City CU in such form as City CU may require, change the form of the Account, add parties to the Account, remove any parties from the Account, or stop or vary payment under the terms of the Account. Any such action by that Member will terminate any interest that the removed party may have in such Account. At its option, City CU may require that an Account be closed and a new Account opened in lieu of permitting a Member to remove any party from the Account, or City CU may require the consent of any party prior to acting upon any written notification or instruction by a Member to remove that party from an Account. No other party to a Joint or Multiple Party Account may make any such ownership change, addition, or deletion.

City CU may allow a Joint Owner to remove himself or herself from an Account. Only the Primary Member (the holder of the social security number or TIN assigned to the Account) may close the Primary Member's Membership Savings Account.

In the event that a Joint Owner is removed from a Checking Account, and you choose not to change your Account number, you will assume the risk of unauthorized withdrawals by that Joint Owner. Upon written notification, City CU will make every reasonable effort to return the items and collect the funds. In such event, you agree to hold us harmless from any and all losses and liabilities, which we may incur due to our inadvertent payment of checks signed by a previous Joint Owner. You agree that City CU will not have any duty to discover items presented on the Account that are signed by a previous Joint Owner.

**(a) Joint or Multiple Party Account with Right of Survivorship.** An Account will be a Joint or Multiple Party Account With Right of Survivorship if you have so elected and indicated on any Membership Application and Account Authorization or other Application, or if any such instrument otherwise represents that the Account is held jointly with right of survivorship. All funds deposited into any such Account, including any earnings thereon, shall be owned by the parties jointly with all other Owners who have signed the Membership Application and Account Authorization or other Application, with right of survivorship. On the death of an Owner, all sums in the Account on the date of the death vest in and belong to the surviving Owner(s) or parties as their separate property and estate, subject to any lien we have for the deceased Owner's obligations to us and regardless of whether any of the surviving Owners have consented to any such lien.

**If the Account is a Certificate of Deposit,** any Right of Survivorship may be ineffective and invalid if the Certificate is not signed by all Owners of the Account and returned to City CU. In the event that a new Certificate is issued to you following renewal of a matured Certificate, evidencing the terms of the renewed

Certificate, you agree that the signatures and ownership and Payable-on-Death ("P.O.D.") beneficiary designations which apply to your preexisting Certificate shall be incorporated into and made a part of the renewed Certificate and shall apply to that Certificate, unless the renewed Certificate is returned to City CU, with original parties' signatures, and we have acknowledged receipt of the altered ownership, survivorship, and P.O.D. beneficiaries. In the event no Certificate exists, the same ownership, survivorship, and P.O.D. beneficiaries for the Primary Savings Account shall prevail. IRA Accounts may not have joint owners or P.O.D. beneficiaries.

**(b) Joint or Multiple Party Account without Right of Survivorship.** An Account will be a Joint or Multiple Party Account without Right of Survivorship if you have so indicated on any Membership Application and Account Authorization or other Application, or if any such instrument otherwise fails expressly to indicate that the Account is held jointly with right of survivorship. On the death of an Owner, the Owners interest in the Account passes as part of the Owner's estate under the party's Will or by intestacy.

**3. Payable on Death (P.O.D.) Accounts.** A P.O.D. Account is an Account payable on request to one or more persons during their lifetimes and, upon the death of the last of those persons, payable to one or more P.O.D. payees named in the Membership Application and Account Authorization or any other Application executed in connection with the Account. The Owners agree that the persons named as P.O.D. payees in any Application or Payable on Death Agreement, whether one or more are designated as P.O.D. payees. During the Owner(s) lifetime, all funds paid into or deposited into the designated Account, including any earnings thereon, shall be owned by the Owner(s), and payment may be made upon the Owner(s) request, or the request of any party to the Account. If there is more than one Owner and the Account is a Joint or Multiple Party Account with Right of Survivorship, then during your lifetimes the provisions set forth above with regard to Joint or Multiple Party Accounts with Right of Survivorship shall control. Upon the last Owner's death (the death of the last Owner to survive), each P.O.D. payee agrees that all such funds shall be owned by the P.O.D. payees surviving with right of survivorship. Payment may be made at the request of any named P.O.D. payee then living, and any payment made upon the request of any surviving P.O.D. payee discharges us from any and all liability to that P.O.D. payee and any remaining P.O.D. payees or their heirs, executors, and personal representatives. You, your heirs, executors, and personal representatives agree to defend, indemnify, and hold us harmless from any claim asserted by any person or estate as a result of the payment of the Account funds to any P.O.D. beneficiary. **You understand and agree that a P.O.D. designation shall be ineffective with respect to any Account held in an Individual Retirement Account.** You understand and agree, further, that a P.O.D. designation may be ineffective unless signed by all original parties to the Account. We make no representation concerning the legal consequences or effect of any P.O.D. designation, and you understand that you should consult with your attorney if you have any questions regarding the validity or effectiveness of any such P.O.D. designation for any purpose.



If you have concerns regarding the tax implications of a P.O.D. Account, you should consult a tax accountant or estate attorney. City CU personnel should not be considered nor relied upon for estate planning.

**4. Fiduciary Accounts.** These Accounts have special ownership rules. They can have no beneficiary designation (no P.O.D.) and no joint owner. Fiduciary Accounts have owners that are not signers and signers that are not owners of the funds. In some cases, no additional authorized signers or power of attorneys may be listed on the Account signature card. The only signer would be the person named on the legal document as described below.

In the event that City CU permits the opening of such an Account, you agree to provide us with such documentation as we may require. You agree that we may rely upon the signature of any person authorized to transact business on behalf of any such Fiduciary Account and that any such authorization shall continue in effect until we receive and give written acknowledgment of the receipt of written revocation thereof.

City CU shall not be liable for any loss resulting from the fraud, negligence, or misapplication of funds on the part of any fiduciary.

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

**(b) Uniform Transfers to Minors Act Accounts.** At our option, City CU may accept deposits in Accounts established by a custodian under the Texas Uniform Transfers to Minors Act ("TUTMA") for the benefit of the names minor. A TUTMA Account is owned by the minor, and amounts deposited into the Account constitute an irrevocable gift to that minor. The custodian named is the sole party entitled to access the Account for the minor's benefit. We have no duty to (a) determine if the person designated or acting as custodian has been duly designated, (b) determine if an act of the custodian is in accordance with or authorized by the Texas Uniform Transfers to Minors Act, (c) question the validity or propriety of any instrument or any instructions executed or given by a person acting as a donor or custodian or (d) oversee the application by a custodian of money or other property paid or delivered to the custodian.

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

If an estate Account is opened, the Account will be titled under a tax identification number assigned to the estate. The deceased Account owner's social security number terminates upon his or her death. In an estate Account, the estate is the Account owner and the executor or administrator is the Account signer.

If a Guardianship Account is opened, the court-appointed guardian is the only signer on the Account. The ward is the child or other person declared unable to attend to their own affairs and the owner of the Account. Only the guardian may have direct access to the funds on deposit.

**(d) Representative Payee Accounts.** At our option, City CU accepts deposits in Accounts established in a Member's name and for the Member's benefit by an individual appointed as a Social Security, Railroad Retirement, or Veterans Administration "representative payee." Funds in a Representative Payee Account are owned by the Primary Member beneficiary. Only the Representative Payee, however, shall have direct access to the funds on deposit. For

example, an incapacitated person would be the intended receiver of benefits and he or she would be the Account Owner. The incapacitated person, as such, cannot be a signer. Someone is approved and accepted by the Social Security Administration, Railroad Retirement Board or Veterans Administration as the Representative Payee, and that person is the signer on the Account. If an Account is opened, you (whether as beneficiary or as Representative Payee) agree that we may accept deposits including direct deposits from the Social Security Administration, Railroad Retirement Board, and the Veterans Administration, that we may permit withdrawals from the Account by the Representative Payee through such means as we may prescribe from time to time, and that we may restrict access to the Account by the beneficiary. You agree that the Representative Payee alone will be responsible for compliance with the Rules of the Social Security Administration, Railroad Retirement Board or Veterans Administration governing such Accounts. You agree that if we make payment to or at the direction of a Representative Payee, any such payment shall be valid and shall discharge us from any liability for the sums paid. You agree that we may rely upon any appointment of a Representative Payee that is valid on its face, that we will have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations otherwise set forth in this Agreement, and that we will have no duty to oversee the application by a Representative Payee of any funds withdrawn from the Account. You agree that, if any deposit to an Account is subsequently reversed, whether by the Social Security Administration, Railroad Retirement Board, Veterans Administration or otherwise, we may transfer funds in other Accounts held by the beneficiary or the Representative Payee in order to cure any overdraft that may occur as a result of such reversal. You agree to save, indemnify, defend, and hold us harmless from any claim, demand, suit, or other charge by any person or entity arising out of or resulting from the establishment, maintenance, and transaction of any business related to a Representative Payee Account.

**5. Minor Accounts.** City CU may require any Account established by a minor to be a Joint or Multiple Party Account with an Owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such Account. Except as otherwise provided below, we may pay funds directly to the minor without regard to his or her minority. Unless a parent is an Account Owner, the parent shall not have any Account access rights or rights to obtain information about the Account. Even if a parent, guardian, or another adult is a Joint or Multiple Party Account Owner, the minor has the right at any time to withdraw the Account funds and close the Account. We have no duty to inquire about the use or purpose of any transaction. If the minor is the Primary Member, the minor may remove the Joint Owner, upon reaching the age of majority.

We reserve the right to require minors under the age of 16 to have a Joint Owner sign for withdrawals, but we are not obligated to do so.

**6. Business Accounts.** Business Accounts are subject to separate agreements and disclosures provided at the time the Business Account is established. Please contact City CU for a copy of our Business Account agreements and disclosures.

## CHECKS AND WITHDRAWALS

**1. Payment Authorization.** You authorize City CU to pay checks signed by you and charge the payments against the applicable Account. Only checks or other methods approved by us may be used to withdraw funds from your Account. You agree that it will be your responsibility to verify the accuracy of information appearing on any checks, deposit slips, or other forms, and you agree that we will not be liable for any printing errors on any such forms. All checks, withdrawal forms, deposit slips, and transfer instructions used in connection with any Account must be on forms that we provide or otherwise expressly approve in writing. You agree to complete checks using a non-gel black or dark blue ink that will readily transfer during any imaging of the check. We will not be liable for any resulting losses, and you agree to indemnify and hold us harmless, if you fail to follow the requirements in this paragraph. If a non-member requests to cash a check drawn on your Account, we may require the non-member to present acceptable identification and, at our option, place a fingerprint on the check. If the non-member refuses to comply with our requirements, we may refuse to accept the check, and in such case you agree that we will not be liable for wrongful dishonor. In the event that the applicable Account has sufficient funds on deposit to cover one or more but not all of the checks or other withdrawal orders presented during any given business day, we may honor those items and allow those withdrawals in any order that we may choose in our sole discretion, including honoring any withdrawal orders or checks payable to us first and dishonoring or refusing any other item or withdrawal order for which there are insufficient funds available thereafter. We will generally process checks and all other transaction withdrawals and transfers, such as those made by ATM, point of sale, mobile or computer, and preauthorized payments, in the order in which they are received, but we may choose to process transactions in any order in our discretion, and we may change the order in which we process checks and transactions at any time subject to applicable law. To avoid fees, you should ensure that your Account contains sufficient available funds at all times to pay each of your transactions. In making distributions upon the death or disability of any party, you agree that we may rely upon Membership Application and Account Authorization, or any other Application in connection with the opening of any Account, at the time of any such death or disability.

**2. Stale Items.** City CU may pay a check of yours without regard to its date, and you agree that we will have no liability for doing so. We are under no obligation, however, to pay a check that is presented for payment more than six months from its date. In the event that a check drawn on your Account is payable, by its terms, within a stated period of time, we are under no obligation to pay that check if it is presented after the expiration of that time period.

**3. Overdrafts.** You agree to maintain Available funds in your Accounts at all times sufficient to pay any withdrawal order (whether oral, written, or otherwise) or item presented for payment

against the applicable Account. In this Agreement, the terms “available funds” and “available balance” mean the funds or balance in the applicable Account after all check deposit holds, holds resulting from debit card authorizations, and any other holds placed on the Account are subtracted from the actual Account balance. We are under no obligation to pay any order or item (a) the amount of which exceeds the available balance in the Account upon which the order was made or the item was drawn, or (b) that would exceed limitations imposed upon the applicable Account under our policies and procedures, or under applicable law, including Federal Reserve Board Regulation D. In the event that we do pay any such item, we will not waive our right to dishonor any subsequent items presented. If we do pay an item, the amount of which exceeds the available balance in the Account upon which it is drawn, or if any item deposited to your Account is subsequently returned and charged back to your Account creating an overdraft, you agree to pay City CU immediately the amount by which that Account is overdrawn together with any fees that might be assessed.

You also authorize City CU to deduct any overdraft from your next deposit (including a direct deposit of Social Security or other government benefits), to withhold or to transfer funds from any other Account to which you are party in amounts sufficient to cover any overdraft and resulting overdraft fees, or to use any other collection remedy available to us by law.

We determine whether your Account is overdrawn based on the “available balance.” The available balance may be different than the actual balance because it considers funds held on your Account. Funds subject to holds are not available to pay checks, Mastercard Debit Card, electronic ACH, and other transactions presented for payment. Holds may be placed on Account funds for various reasons, including without limitation, holds on check deposits pursuant to our Funds Availability Policy, preauthorization holds placed by merchants for Mastercard Debit Card transactions, and other general Account holds. Please refer to the Electronic Fund Transfers Agreement and Disclosures for more information about Mastercard Debit Card preauthorization holds. You may incur overdraft or return fees if your available balance is not sufficient to pay transactions when they are presented. To avoid fees, you must record your transactions and closely monitor your available balance so that you have a sufficient available balance at all times to pay your transactions. In addition to contacting us directly, you can check your available balance on the EasyTeller Audio Response, Home Banking, and Mobile Banking systems, and at most ATM and point-of-sale terminals. You must be enrolled in City CU electronic fund transfer services in order to check your available balance through those services.

If your Account remains overdrawn for more than 10 days, you authorize City CU to add any overdrawn balance to your Line of Credit; or to advance funds from your credit card available credit, if applicable, in an amount sufficient to cover any overdrawn balance.

In the event that any ACH debit entry would create an overdraft in your Account, you agree that the terms and conditions set forth in this Account Agreement governing overdraft and overdraft protection shall apply. You agree that City CU shall be authorized to recognize the signatures set forth on any

ACH Agreement or authorization form signed in connection with your Accounts, in making debit entries from and credit entries to your Accounts, and in the payment of funds or the transaction of any business for your Accounts.

**4. Overdraft Protection.** In the event that you write a check or take any other action that would result in an Account becoming overdrawn, and if you have requested and been approved for automatic Overdraft Protection, such check or action taken shall be deemed to be a request by you for City CU to transfer available funds from your Savings Account or other designated Account as permitted, or to make an advance under your Overdraft Line of Credit with City CU, in increments that we deem sufficient to pay such check or otherwise remedy the overdraft, together with any fee(s) that may be imposed. City CU will use our best efforts to transfer funds to your Checking Account from your Savings Account or other Account, or to make an advance under your Overdraft Line of Credit, in the manner in which you have directed in the Application. A fee may be charged for Overdraft Protection as set forth in City CU's Truth in Savings Fee Schedules Disclosure. If sufficient funds are not available, then any such item presented may be returned to the payee due to insufficient funds and a charge will be made to your Account in such amounts as are set forth in the City CU Truth in Savings Fee Schedule Disclosure. Each party to any of your Accounts will be jointly and severally liable for overdrafts caused by any other party to such Account.

**In accordance with Federal Reserve Board Regulation D**, during any statement period you may not make more than six withdrawals or transfers from your Savings Account or Money Market Account to another City CU Account of yours or to a third party by means of a pre-authorized or automatic transfer or telephonic (including data transmission) agreement, order, or instruction. Automatic Overdraft Protection transfers from your Savings Account are counted against this limitation. If you exceed this limit, your Account may be subject to closure. **If you exceed this limit, your checks are subject to return and/or insufficient funds charges. Please monitor your Accounts to ensure sufficient funds are available in your Checking Account, and avoid this activity.**

In the event that City CU reasonably believes that use of your Account or Accounts is abusive due to excessive checks drawn on non-sufficient funds, excessive activity, or otherwise, we may limit or terminate certain services or your Account may be closed.

**5. Checks.** You acknowledge that City CU employ an automated collection procedure in order to more efficiently handle the high volume of items we process, and for that reason, our procedures generally do not include sight- review of items. You acknowledge and agree that reasonable commercial standards do not require us to sight-review every item presented and that any failure to sight-review does not constitute a lack of ordinary care in the payment of any item.

Unless we adopt alternative procedures from time to time, checks drawn on your Account will not be returned to you and copies of checks will be made available to you upon your request, subject to any fee disclosed on the Truth in Savings Fee Schedules Disclosure. You agree that your duty to examine statements

promptly and your obligation to notify us in the event of any error is not waived or diminished in any respect by our retention of checks drawn on your Account.

**6. Signatures.** You authorize City CU 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 City CU to pay a check presented for payment even though the signature or signatures thereon do not correspond exactly with the signatures on the Application. City CU is not obligated to honor a check unless the signature or signatures correspond exactly with the signatures on the Application. City CU may recognize facsimile signatures, signatures imprinted by mechanical devices, or any authentication method, including orders to pay received electronically or telephonically. You agree to indemnify and hold City CU harmless from any losses resulting from our honoring an item which bears or purports to bear a facsimile signature resembling a facsimile signature on file with us, regardless by whom or by what means the actual or purported signature was affixed to the item.

**7. Postdated, Incomplete and Conditional Items.** You agree to hold City CU harmless from any and all loss and liability that we may incur due to our inadvertent payment of incomplete or postdated items, items endorsed "without recourse," or conditional items. You agree that City CU will not have any duty to discover or comply with postdated, incomplete, or conditional items, nor do we have any duty to comply with any notice of postdating we receive. You agree that City CU may disregard any information on any check other than the amount of the item, the identity of the drawee bank, any magnetically encoded information, and the signature of the drawer, regardless of whether that information is consistent with any other information on the item. You agree that City CU may decline to accept, process, or pay any item or order that, in our estimation, is ambiguous or otherwise unclear in its terms. You also agree that, at our option, City CU may use our best efforts to resolve any such ambiguity and you agree to release and hold us harmless from any and all loss and liability that we may incur or that may arise in connection with our attempts to resolve any such ambiguity.

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

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

**(b) Notification.** Under NACHA Rules, City CU is not required to give you next day notice of the receipt of an ACH entry and we will not do so, nor will we give you next-day notice of the receipt of a wire transfer. However, we will notify you of these transfers in your Account Statement.

**(c) Provisional and Final Payment.** If City CU credits your Account for an ACH entry or a wire transfer, the credit is

provisional until we receive final settlement for the payment order. If City CU does not receive final settlement, or if we credit your Account by mistake, we are entitled to a refund of the amount credited and you agree that, at our option, City CU may reverse the credit or require that you reimburse us by way of direct payment.

**(d) Identifying Account Numbers.** You agree that City CU can rely upon any identifying account number given to us in connection with any ACH or wire transfer, even if the number identifies a person different than the named beneficiary or a financial institution different from the named financial institution. You agree that neither City CU nor any other institution involved in the transaction has a duty to determine whether the number given matches the intended beneficiary or the named financial institution. If we receive a payment order for you that does not specify an Account suffix, you agree that City CU may deposit the payment into any Account of yours with the same base Account number, including a Joint or Multiple Party Account.

**(e) Liability; Interest Payable.** We may be responsible for your actual losses or expenses, to the extent recoverable under Article 4A, if we fail to exercise ordinary care in carrying out your instructions in connection with a wire transfer transaction. City CU is not responsible for the acts or omissions of third parties through whom payment orders are sent, even if those parties have acted as our agent. City CU is not responsible for detecting errors in any wire transfer or other payment order provided to us. City CU will not be responsible under any circumstances for any special, indirect, exemplary, or consequential damages of any kind arising out of a wire transfer transaction even if we have been advised of the possibility of such damages. City CU is not required to pay interest on any amount we may owe to you due to an unauthorized wire transfer arising out of our error unless you exercise ordinary care to discover the unauthorized transfer and promptly advise us of the relevant facts within the time period set forth below in the Account Statements paragraph. Any rate of interest that we might be obligated to pay to you as a matter of law for a delay or incorrect transfer arising out of our error will be the lower of the federal funds rate at the time of the correction or the interest rate that City CU currently pays on the Account to or from which the funds transfer should have occurred. You agree to indemnify and hold City CU harmless from any cost, liability, expense (including reasonable attorney's fees) arising out of any claim by a third party alleging that any payment order of yours contravenes or compromises the rights, title, interest of any third party or contravenes any law, rule, regulation, ordinance, court order, or other mandate or prohibition with the force and effect of law (a "Claim"), unless the Claim arises out of our failure to exercise ordinary care, failure to act in good faith, or failure to act in accordance with your instructions given pursuant to this Agreement.

**(f) Security Procedures.** We reserve the right to refuse the acceptance of any wire transfer or other payment order. You agree that City CU may verify the authenticity of payment orders using our security procedures in place at the time of any such order, which may include a combination of signature verification, call back



procedures, the use of identifying words or numbers, and identification via employee ID badge, valid driver's license, or other photo identification document. You agree that these procedures are commercially reasonable in view of your particular circumstances and the type and frequency of payment orders contemplated by you. If you do not agree to these procedures you must notify us in writing, and you may not conduct payment order transactions until you and City CU have agreed in writing on an alternate security procedure.

**(g) Cutoff Times.** Requests for transfers, payment orders, and communications canceling or amending payment orders received after 2:00p.m. Central Time on each weekday we are open that is not a holiday and on Saturdays may be treated as having been received on the next banking day and processed accordingly.

**(h) Force Majeure.** City CU is not liable for a failure or delay in executing a payment order according to your instructions if an interruption in communication facilities or some other circumstance beyond our control such as legal or regulatory constraints, fire, flood, or other event prevents the transfer, despite reasonable precautions we have taken. However, we will promptly notify you of the failure or delay and will complete the transfer as soon as possible.

**(i) General.** Your contractual arrangement for wire transfers, ACH transactions, and other payment orders may provide for additional terms and conditions. You agree that only City CU forms, methods, and procedures may be utilized. You also agree that in the event of an error, City CU may correct any such error without prior approval by you. Any authorization you make to initiate paperless debit or credit entries will remain in effect until we receive written notice from you that your authorization has been revoked in a manner and in time to provide City CU with a reasonable opportunity to act on it. If City CU is required to reimburse the government for a direct deposit payment made into your Account, you agree that we may charge the reimbursement amount to any Owner's Account, unless prohibited by law.

**9. Stop Payment.** You may stop payment of items drawn on your Accounts. You agree to hold City CU harmless from any claim, loss, damage, or expense that we may incur, including attorney's fees, resulting from our refusing payment of any item on which you have stopped payment or from the payment of any item after your stop payment order has expired. A stop payment order will be effective for six months and may be renewed upon a request made in writing to us. City CU is not required to notify you of the expiration of a stop payment order or a renewal of any such order. A stop payment order, a renewal of an order, or a revocation of any such order shall not be effective unless delivered to City CU in writing to a member of our staff during our regular business hours and until we have had a reasonable opportunity to act on it. In addition, City CU will not be liable for the payment of an item over a stop payment order if the order is received after 9:30 a.m. Central Time on the next banking day after the banking day on which we received the item. Due to computer systems constraints, City CU can intercept an item subject to a stop payment order only if the precise amount, date, check number, name of payee, and any other information that we may reasonably require is provided. If that information is not provided exactly as

it appears on the item, City CU will not be responsible if we are unable to stop payment. If the order is made orally, we have no obligation to honor it. If we do honor an oral stop payment order, it will only be binding for 24 hours, after which it must be renewed in writing. Any stop payment order, renewal, or revocation will incur a charge as set forth on City CU's Truth in Savings Fee Schedules Disclosure. You agree that City CU may honor a stop payment order, revocation, or renewal if made by the person who signed the check to be stopped or any other person who has signed the Application or is otherwise authorized to transact business relating to the Account. You agree that City CU will not be liable for any inadvertent payment of any item, notwithstanding a stop payment order, if we have used ordinary care and followed our usual practices in handling such an order. If an item is paid over a valid stop payment order due to City CU's failure to exercise ordinary care, we may be liable to you for any loss you suffer as a result of that inadvertent payment. You agree, however, that it will be your responsibility to establish any such loss. You agree that City CU will never be liable for more than your actual loss and that we will not be liable for any consequential damages. If City CU does credit your Account after paying an item over a valid stop payment order, you agree to take whatever action City CU deems necessary to transfer to us all of your rights against the payee or holder of the item and to assist us if we take legal action against the payee or any other person. For information concerning your right to stop payment of preauthorized electronic fund transfers, please refer to your Electronic Fund Transfers Agreement and Disclosures.

In the event that you instruct City CU to stop payment of certain pre-authorized debits, you acknowledge and agree that, at our option, we may stop payment of all pre-authorized debits from your Account if City CU deems that action necessary to ensure that your stop payment order will be effective.

You may not stop payment of Official, Teller's or Credit Union checks issued by us at your request. In the event that you request that we stop payment of any Official, Teller's, or Credit Union check, we shall be under no obligation to do so. However, if City CU does agree to stop payment pursuant to your request, you may be required to provide us with an indemnity agreement and bond supported by such surety or sureties as we may deem sufficient, to indemnify us against any possible loss in connection with the presentment or payment of the original item. In any event, you agree to be responsible for the stop payment order, in the event that City CU chooses to honor your request.

**10. Credit Union Liability; Indemnity.** Except for losses caused by City CU's failure to exercise ordinary care or our failure to act in good faith, you agree that City CU will not be liable for any action or inaction regarding the payment or non-payment of items, collection of items, other withdrawals, or the transfer of funds in satisfaction of overdrafts. In this Agreement, "ordinary care" means observance of banking industry practices that do not vary unreasonably from the general banking practices prevailing in the area we service. Subject to applicable law, you agree that City CU will never be liable for any indirect, special, or consequential damages arising out of or related to our obligations under this Agreement, even if City CU has been advised of the possibility of such damages. If City CU pays an item over a forged drawer's signature, we will

not be liable for more than the face amount of the item, subject to applicable law. Except for City CU's acts and omissions caused by our (a) failure to exercise ordinary care, (b) willful misconduct, or (c) breach of this Agreement, you agree to indemnify, defend, and hold City CU and our Directors, Officers, Associates, and agents harmless from and against any losses, claims or expenses, including attorneys' fees and costs of litigation, arising out of or related to the services provided under this Agreement, subject to applicable law. You also agree to indemnify, defend, and hold City CU and our Directors, Officers, Associates, and agents harmless from any and all claims, expenses, losses and damages arising out of our good faith reliance on any instructions provided by you. City CU will not be liable for the acts or omissions of a third party not within our control, and we will not be liable for any failure or delay in performance under this Agreement that is related to or caused by circumstances beyond our control.

## **DEPOSIT OF ITEMS**

**1. Handling of Items.** City CU acts only as a collecting agent for any items deposited. Any deposit that we accept will be provisional and will be subject to subsequent payment verification. Items drawn on financial institutions located outside of the United States are handled on a collection basis only. Just because City CU has made funds from a deposited check or other item available for withdrawal does not mean that the item is "good," has "cleared," or has been paid by the paying bank. It is possible that a deposited item will be returned unpaid, months after City CU has made the funds available to you and you have withdrawn the funds. You are responsible for all items returned on your Account, and you acknowledge that no one, including City CU Associates, can guarantee that a check or other item you deposit will not be returned. City CU is not responsible for any deposit or other transaction initiated by mail until the item is actually received. City CU will not be responsible for any deposit or other transaction made through the use of our night depository or any other unattended facility until the item or items are actually removed from the night depository or unattended facility by a City CU Associate. City CU will not be responsible for any deposit or other transaction during the course of delivery to us by any courier or other third party until the item or items are actually received by our personnel. City CU has the right to endorse all checks payable to you for deposit into your Account. City CU will not be liable for the negligence of any correspondent bank or institution nor for any loss incurred in transit when items are forwarded to correspondents. City CU will not be liable for any delay as a result of any interruption of communication facilities or any other circumstances beyond our control. You agree to bear the risk of any change in the exchange rate with respect to any items that may be payable in foreign currency. You agree that we may charge back any item before payment, without notice, regardless of whether the item has been returned. You agree that, if a check deposited to your Account or cashed by you at City CU is subsequently returned based upon a breach or alleged breach of any transfer warranty, presentment warranty, or otherwise, City CU may charge back the amount of any such item to your Account at any time without notice. You agree that City CU may resubmit an item that has been returned to us for

payment, and you waive notice that an item has been dishonored or charged back against your Account. You also agree that, if City CU is charged a fee by any other institution or incurs an expense in connection with any of your Accounts, that fee expense may be charged to your Account.

**2. Endorsement Standards.** All parties listed as payees on the face of the check should endorse the back of the check. City CU reserves the right to refuse a check that does not appear to be properly endorsed. Federal law specifies where each party must endorse a check. You understand that your endorsement should appear on the back of the check on the same end as the "Pay to the order of" language on the front side of the check and the endorsement must not extend beyond the 1.5 inch marking on that end of the check. This area is reserved for all payees' endorsements. You agree that you will not place an endorsement, other writing, or marking on a check or other negotiable item in the area reserved for other endorsements as prescribed in Federal Reserve Board Regulation CC, including Appendix D. You agree to hold City CU harmless from any loss or liability, including consequential damages, attorney's fees and expenses arising in connection with your failure to adhere to City CU's endorsement and encoding standards and those of Regulation CC, including, but not limited to, any loss or liability resulting from improper encoding or a delay in forwarding or returning a check caused by an endorsement that is not readable or some other condition on the back of the check caused by you, which adversely affects the ability of a financial institution to endorse the check legibly in accordance with Regulation CC. City CU does not adhere to endorsement restrictions limiting payment to a particular person or prohibiting further transfer or negotiation of the instrument.

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

If City CU chooses to send an item for collection, in addition to fees assessed by other institutions, City CU may charge a fee for this service as disclosed in City CU's Truth in Savings Account Disclosure and Rate and Fee Schedules. These fees will be charged against your Account. You will be informed at the time the item is received for deposit if the item will be sent for collection or refused for deposit. If the item is received by mail or through a drop-box, you will be notified, in writing, no later than the first business day after the day the deposit is received.

**4. Deposit Verification.** If a deposit is made to your Account and we subsequently determine that the amount of the deposit initially credited was incorrect, City CU may correct any such error and make corresponding adjustments to your Account in order to reflect the correction.

**5. NSF Deposits.** A deposited check that is later returned due to insufficient funds on deposit or for another reason shall be the responsibility of the Owner(s) of the Account in which it was deposited. You acknowledge and agree that City CU will deduct the funds from your Account. City CU is not responsible for the collection of the funds from the third party. City CU is under no obligation to pay dividends accrued during the time the funds were on deposit. Any deposited check that is later returned may incur a charge, which is set forth in City CU's Truth in Savings Account Disclosure and Rate and Fee Schedules.

## **GENERAL PROVISIONS**

**1. Account Security.** You agree to exercise precautions to safeguard your identity, your Accounts, and your Account information. You agree never to give your personal information or Account information to anyone you do not know or whose identity you cannot verify. If you give your personal information to someone and that person uses your information to access your Account, you agree that such use will be deemed an authorized use for which you will be responsible. **City CU will never contact you and ask you to give us your Account information, including user names, personal identification numbers, and Account numbers, over the telephone, by e-mail, or by text messaging.** You agree not to disclose your personal information and Account information to unknown persons through these communication channels for any reason. You agree to remain vigilant for phishing and other fraudulent scams and notify City CU promptly if you become aware of or suspect fraudulent activity involving your identity, your Accounts, or City CU. If you receive an email that appears to have been sent by City CU and asks for personal or Account information, do not respond to the email and notify us immediately at the telephone number appearing at the beginning of this Agreement. If you fail to exercise reasonable care to protect your identity and safeguard your Accounts, City CU will not be responsible unless required by law.

**2. Taxpayer Identification Number and Backup Withholding.** The Internal Revenue Service (IRS) requires most recipients of dividend, interest, or other payments to give taxpayer identification numbers to credit unions and other payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes. Credit unions and other payers must be given the numbers regardless of whether recipients are required to file tax returns. Credit unions and other payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number. Certain penalties may also apply. In the event that (a) you have been notified by the IRS that you are subject to backup withholding due to payee underreporting and you have not received a notice from the IRS that the backup withholding has been terminated or (b) you provide us with an incorrect taxpayer identification number, City CU is required to withhold payment, in part, of dividends or interest owing to you in amounts determined by the IRS and to

pay interest or dividends withheld to the IRS.

**3. Individual Retirement Accounts.** If your Account is held as an Individual Retirement Account, your Account will be governed, additionally, by the Custodial Agreement that is provided to you at the time you open your Account. We may accept rollover contributions of cash or qualifying employer securities from a qualified plan maintained by an affiliated employer group. We will hold rollover contributions of such qualifying employer securities without investment responsibility or liability.

**4. Inactive Accounts.** City CU is required by law to preserve an Account that is inactive. An Account is inactive if for more than one year there has not been a debit or credit to the Account because of an act by you or your agent (other than us) and you have not communicated with City CU. An Account is presumed abandoned if (a) the Account has been inactive for at least three years from the date of your last transaction on the Account or your last correspondence with City CU, and (b) we are unable to locate you. If an Account is presumed abandoned, City CU is required to report the abandonment and to pay the funds in the Account to the State of Texas.

**5. Account Statements.** You are responsible for promptly examining each Account statement. Any objection that you may have respecting any unauthorized withdrawal, any payment order (including a wire transfer), or any other item or deposit shown on or missing from a statement will be waived unless made in writing to City CU, and received on or before sixty (60) calendar days following the date the statement is mailed or is otherwise made available, subject to applicable law. You agree that City CU will not be liable for any unauthorized withdrawal, any payment order, 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 error or discrepancy if you fail to notify City CU within that sixty (60) calendar day period, nor will City CU be liable for any forged or altered item if the forgery or alteration is not readily ascertainable upon inspection. City CU also will not be liable for subsequent unauthorized withdrawals by the same wrongdoer if you fail to notify City CU of the first unauthorized withdrawal within the sixty (60) calendar day period, even if the subsequent unauthorized withdrawals are reported promptly. You agree that no legal action may or will be instituted by you against City CU seeking the recovery of any alleged loss as a result of the payment of a forged, unauthorized, or altered item or as a result of any missing or diverted deposit, or due to any other error or discrepancy unless you have provided City CU with notice within the period prescribed above and any such legal action shall have been instituted within two years after the date that the statement containing any such error was mailed or otherwise made available to you. Please refer to your Electronic Fund Transfers Agreement and Disclosures to determine your obligations in the event of unauthorized electronic fund transfers or other errors in connection with such transfers.

You will receive an Account statement monthly for your Checking Accounts. You will receive an Account statement at least quarterly for your Savings Accounts. City CU is only required to provide the Account statement, notices, and other communications to the Primary Member on the Account who is responsible for providing Account statement and all other notices and

communications to all other Account parties. Notice to one of you shall be considered notice to all. You acknowledge that any person your Account statement is provided to may have access to Account information for all of your Accounts, and City CU is not responsible for such access. Unless we have agreed otherwise, City CU will mail or deliver your Account statement to the most recent address or other agreed location we have for you in our records. You agree to notify City CU promptly if you move, change your address, or if any other contact information such as your telephone number or e-mail address is changed. It is your responsibility to ensure that your statements are received, and you agree that City CU will not be responsible for the loss or theft of your statements. You agree to notify City CU immediately if you fail to receive a statement for your Checking Accounts monthly, or a statement for your Savings Accounts at least quarterly. It is important that you make note of the time that you regularly receive your statement. You agree to notify City CU immediately and in any event within ten days of that time, if you fail to receive your statement.

**6. Illegal Transactions.** You agree to comply with applicable law in maintaining your Accounts with City CU, including without limitation United States economic sanctions laws and regulations issued by the United States Department of Treasury, Office of Foreign Assets Control, and Presidential Executive Orders. City CU is prohibited from processing illegal transactions through your Accounts or through our relationship with you, including unlawful Internet gambling transactions. You may not use your Account in any manner or for any transaction that City CU believes poses an undue risk of illegality, and we may refuse to process or authorize any such use or transaction. If you engage in illegal transactions or unlawful activity, City CU also may impose restrictions on your Account services, or we may close your Account. If you use your Account relationship or engage in a transaction that is determined to be illegal, you will be liable to City CU. You waive any right to take legal action against City CU for any illegal use or transactions and you agree to indemnify, defend, and hold harmless City CU and any third-party processors from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use or transactions.

**7. Legal Process.** You authorize City CU to recognize and honor process issued against you from any jurisdiction or state. You agree that City CU may debit your Account for charges and costs, including attorney's fees, in connection with document review, negotiations, responses, appearances, and the production of statements, items, or other documents pursuant to subpoenas, court orders, levies, garnishments, or other instruments of legal process to the extent not otherwise prohibited by law. You agree that any levy, attachment, or garnishment against your Account will be subject to City CU's contractual and statutory liens set forth below, and you authorize us to exercise those liens whether or not any outstanding obligation is in default, subject to applicable law.

**8. Statutory Lien.** Texas law grants us a lien and a right of offset on all funds in any Account that you have with us if you are in default or otherwise fail to satisfy a financial obligation with City CU. City CU may exercise these rights without further notice to you. This lien and right of offset applies to all Accounts that you have with City CU, to the

extent permitted by law, including Accounts that you hold jointly with another person.

**9. Contractual Lien.** Unless otherwise prohibited by applicable law or City CU's policies and procedures, you may pledge all or any part of your funds on deposit as security for any loan. In addition to any lien City CU has as a matter of law, you grant us a contractual lien on all deposits, and accrued dividends and interest in any Account in which you have an interest to the extent of any loans made to you and any other obligation of yours that you owe to City CU, which lien secures repayment of any such loan or obligation to the extent not prohibited under the federal Truth in Lending Act. You are not giving a security interest in any deposits in an IRA or any other Account, which if pledged, would result in the loss of special tax treatment under the Internal Revenue Code or other applicable law. You agree that, if any such Account is a Joint or Multiple Party Account, the entire amount in such Account shall be subject to City CU's lien and shall secure the indebtedness of each Owner owing to City CU. You agree that City CU may exercise our lien and apply the entire amount in any such Account against the indebtedness of any Owner owing to City CU notwithstanding the interest of any other Owner in the Account, and without notice. You agree to pay City CU all expenses and costs, including attorney's fees, that we may incur in defending or enforcing City CU's right to exercise our lien against the indebtedness of any one or more Owners, and you agree that City CU will not be liable for dishonoring checks or other items where the exercise of our lien or any right of offset that may exist results in there being insufficient funds in the Account to honor such items. If City CU cashes a check for you, any such check is subsequently returned unpaid for any reason, you agree that we may charge the amount of the item against your Account. If City CU elects not to enforce our lien at any time, we do not waive our right to enforce that lien on subsequent occasions.

The lien secures all direct and indirect indebtedness that you may owe to City CU whether as a borrower, co-maker, guarantor, or otherwise. You agree that, with regard to any indebtedness owing to City CU secured by your principal residence, our lien on deposit shall not be construed so as to diminish or forfeit any security interest in or indebtedness secured by such residence, nor shall City CU's lien be construed so as to permit the modification of any claim we may have under 11 U.S.C. §1322(b)(2), and to the extent that this lien is so construed, it is hereby waived and shall be void.

**10. Dispute Resolution.** If (a) City CU suspect that fraudulent misconduct is or has taken place with respect to any Account, or if we are uncertain about transactions taking place on any Account and we are unable to contact you, (b) City CU is notified that a party to an Account has died or is incompetent to manage his or her affairs, (c) City CU has been notified that a dispute exists between or among parties to the Account or third parties with regard to their respective interests in the Account, (d) there are competing claims to funds on deposit, or (e) City CU is in doubt concerning the respective interests of any parties to an Account or other persons claiming an interest in the Account, City CU may restrict withdrawals from (freeze) the Account and prohibit other Account transactions until City CU is satisfied that



any obligation we may have at law and under this Agreement has been met or until any such dispute, doubt, suspected fraudulent misconduct, or probate matter has been resolved by a court of competent jurisdiction or by written settlement agreement entered into by all parties to the Account and any third party making claim to funds in any such Account.

You agree that City CU may recover any attorney's fees or costs expended in connection with the foregoing, which fees will be payable by you directly or out of the Account made the subject of any such doubt, dispute, misconduct, or probate proceeding, or out of any other Account in which you have an interest.

You agree, further, that City CU may impose withdrawal limitations on any of your Accounts at any time, including your ability to access your Accounts electronically or otherwise, if you are delinquent under any obligation you owe to City CU.

**11. Power of Attorney.** You agree that City CU shall be under no obligation to recognize and honor any power of attorney that authorizes someone to deal with your Account on your behalf.

Transactions involving custodial Accounts, such as withdrawals, deposits, and investment changes, may be made by an agent duly authorized pursuant to a durable power of attorney legally enforceable under applicable law if such power of attorney clearly and specifically authorizes such transactions, except that we will not accept the use of a power of attorney to effect changes to any beneficiary designations unless permitted by applicable law.

In the event that City CU accepts a Power of Attorney on an Account, an agent may not name themselves as P.O.D. beneficiary on behalf of the Principal. You agree to notify City CU promptly, in writing, if a revocation or termination of a Power of Attorney has been made. City CU will not be liable for any payment or action of a person acting under a Power of Attorney until City CU receives such written notice and we have had a reasonable time to act on it. City CU may choose not to accept a Power of Attorney unless it contains certain elements that we require to be included in the document.

**12. Withdrawal of Services.** In the event that a Member causes City CU a loss or makes known his or her intention to cause us a loss, whether by way of loan default, Account overdraft, or otherwise, or in the event that a Member has been abusive in the conduct of his or her affairs with City CU, it is our policy to withdraw Member Services otherwise extended to that Member, including but not limited to the right to maintain certain Accounts, and the availability of electronic fund transfers services, including without limitation, pre-authorized transfers, telephone and computer access services, and ATM services, and you agree that we may do so. Unless expelled from membership, Members have a right to maintain a Membership Account and to vote in Annual and special meetings, subject to City CU's Bylaws and election rules. Under certain circumstances, membership and services may be reinstated if any loss caused to City CU is subsequently cured.

**13. Closing the Account.** Any Account Owner may close an Account at any time, except that no Joint Owner may close the Membership

Savings Account of a Primary Member. City CU reserves the right to require the written consent of all Account Owners to close a Joint or Multiple Party Account. Your right to close an Account is subject to any statutory or contractual lien existing in our favor and any legal process levied against any such Account. If City CU pays any item or payment order after your Account is closed, you agree to reimburse us. City CU may close any Account at any time and disburse funds on deposit in any such Account to the Owners of the Account or in satisfaction of any obligation owing to City CU, in any manner we deem appropriate, if (a) any of the events set forth in the preceding paragraphs 10 or 12 should arise, (b) City CU believes that we may suffer a loss if the Account is not closed or City CU believes that the volume of Account activity exceeds that which we can reasonably and safely process, (c) City CU determines that any party to the Account or party claiming an interest in the Account has been abusive in the use of the Account or in the conduct of his or her affairs with City CU, (d) our attempts to verify your identity have failed, (e) you do not cooperate with City CU's reasonable requests in connection with maintenance of your Accounts, or (f) there has been a change in Account ownership or a change with regard to the persons authorized to sign on the Account.

An early closure fee may apply if the Membership Account is closed within one year of opening. Refer to City CU's Truth in Savings Account Disclosure and Rate and Fee Schedules.

**14. Death or Incompetence of Account Owner.** City CU may continue to accept deposits to an Account, to pay items drawn against an Account, to pay other payment orders against an Account, and allow any other transactions with respect to an Account until we are notified of an Account Owner's death or of an adjudication of incompetence and City CU has had a reasonable opportunity to act upon any such notice.

Subject to City CU policies and procedures, and subject to any separate agreement we may enter into with any surviving Account holder, once we are notified of a Member's death or adjudicated incompetence, City CU may pay items drawn against the Account or other payment orders authorized by the deceased Account Owner for a period of ten days after the Account Owner's death unless we are ordered to stop payment by a person claiming an interest in the Account. City CU may require any person claiming an interest in the Account to indemnify

City CU against any losses arising out of the payment of any such claim, and this Account Agreement will be binding upon the heirs or legal representatives of any deceased Account Owner or any Account Owner who is adjudicated incompetent. City CU may continue to pay interest on an Account following the death of an Account Owner. If any surviving Joint Owner is a Member of City CU, City CU may require that the Account be closed and that the surviving Joint Owner's funds be transferred to the surviving Joint Owner's Account.

**15. Notices.** Unless otherwise provided in any of our agreements or disclosures City CU has provided to you, any notice you provide to us must be in writing and will not be effective until City CU has actually received it and have a reasonable opportunity to act on it. Unless City CU specifies otherwise in any notice we provide to you, notices from City CU will be

effective when mailed or otherwise delivered or made available to you.

**16. Attorney's Fees.** In addition to any other rights City CU may have at law or under this Agreement to recover fees and costs, City CU shall be entitled to recover reasonable attorney's fees and other costs expended in connection with the enforcement of this Agreement and the defense of any rights City CU may have under this Agreement, regardless of whether we elect to bring suit for those purposes, and you authorize City CU to deduct any such fees and costs from your Account without prior notice to you.

**17. Amendment.** City CU may add to, change, or delete any term of this Agreement, City CU's Truth in Savings Account Disclosure and Rate and Fee Schedules, and any notice, agreement, or policy made a part of this Agreement, from time to time in our sole discretion, subject to applicable law.

**18. Severability.** If any provision of this Agreement shall be declared invalid, unenforceable, or illegal by a court, administrative agency, or any other authority of competent jurisdiction, that provision will not affect the validity, enforceability, or legality of any other provision.

**19. Reopened Accounts.** Should your Account be closed one or more times by withdrawal of the balance of the Account, and later reopened by you, such reopened Account shall be subject to all of the terms and conditions of this Agreement, whether or not any new Application or Account agreement is signed.

**20. Governing Law.** This Agreement shall be governed by the Texas Credit Union Act, the Rules and Regulations of the Texas Credit Union Department, City CU Bylaws, and to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflict of laws provisions. You acquiesce and submit to personal jurisdiction in the State of Texas. Venue is proper in Dallas County, Texas.

**21. Credit Reports.** You authorize City CU to check your credit and employment history, and to request and use credit reports when considering any application to open an Account or any application for other services provided by City CU.

**City CU may report information about your Savings, Checking and Loan Accounts to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.**

If you believe that information City CU has or may report to a credit bureau is inaccurate or incomplete, please notify City CU in writing at:

City Credit Union  
Attn: Collections Department  
7474 Ferguson Rd.  
Dallas, TX 75228-6552

Include your name, address, home telephone number and Account number, and identify the information you believe is incorrect. If your notification relates to an incident of identity theft, City CU will require a copy of your identity theft report filed with law enforcement

authorities.

**22. Direct Disputes of Information Appearing in Credit Reports.** You may dispute directly to City CU any information contained in a credit report that pertains to an account or other relationship we have or have had with you. City CU will investigate such disputes if you notify us in writing at any address for us that appears in the credit report or at the following address:

**City Credit Union**  
Attn: Collections Department  
7474 Ferguson Rd.  
Dallas, TX 75228-6552

In your letter, you must include sufficient information for us to identify the Account or other relationship in dispute, and you must identify the specific information you are disputing and explain your basis for the dispute. You must also provide all supporting documentation or other information City CU may reasonably require to substantiate your dispute. If you do not comply with these requirements, City CU may decline to investigate your dispute.

**23. Assignment.** You may not assign your Account or this Agreement, or any of your rights under this Agreement, without City CU's express written consent, which we may withhold in our sole and absolute discretion.

**24. Headings.** The titles and headings of the various sections of this Agreement are for the sole convenience of the parties to this Agreement and are not intended for any other purpose or to explain, modify, or place any construction on any of the provisions of this Agreement.

**25. No Waiver of Rights.** City CU does not waive any of our rights or remedies under this Agreement unless we agree to any such waiver in a writing signed by us. If City CU delays or omit to enforce any of our rights or remedies under this Agreement, such delay or omission shall not operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not prevent City CU from enforcing our rights and remedies on future occasions.

**26. Confidentiality.** Protecting your privacy and the security of your personal information is very important to us. City CU's privacy and security practices are explained in our Privacy Notice. City CU will only disclose your personal information to nonaffiliated third parties (a) as necessary to carry out or complete transactions you have requested, including verifying the existence of sufficient funds, (b) on your written instructions, and (c) as otherwise permitted or required by law, such as in connection with court orders or subpoenas.

**27. Cooperation in the Investigation of Claims of Unauthorized Activity.** If you submit a claim of unauthorized activity relating to your Account, you agree, on City CU's request, to (a) adequately describe your claim in writing in a signed affidavit, declaration under penalty of perjury, or any related form that we provide, (b) file a police report, and (c) cooperate with City CU in all respects in the investigation of your claim, including promptly completing and returning to us any documentation that we may require. If you fail to fully cooperate

with us in the investigation of your claim, City CU may terminate our investigation and revoke any provisional credit we have provided to you.

**28. Electronic Signatures and Records.** You agree that City CU may act and rely upon documentation, correspondence, or other instructions with respect to your Accounts that 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 City CU may implement from time to time. By using a computer, mobile device, signature pad, or other electronic device in connection with authorizing and completing transactions with us, you agree to the use of electronic signatures and any such signature of yours will be deemed your handwritten signature for all purposes. You agree that City CU may maintain copies of Account records, including electronic copies, in lieu of any original and that any such copy will be considered an original record for any purpose, including admissibility in evidence as an original record before any court or administrative agency.

**29. Communications.** In order to ensure City CU carries out your instructions accurately and to provide quality member service, you consent to the monitoring and recording of telephone conversations and other communications between you and City CU. You also agree that City CU may contact you for any purpose at any address or telephone number you have provided to us, including any e-mail address or mobile phone number, and through any communication channel available such as text messaging. If you provide your email address, City CU may send email messages concerning Member benefits available to you. Voice and data charges imposed by your communications carrier are your responsibility.

**CITY CREDIT UNION  
FUNDS AVAILABILITY POLICY  
Your Ability to Withdraw Funds**

**Important Notice:** *The following policy only applies to deposits made into City CU Checking Accounts and to any other type of transaction accounts that may be offered in the future. The availability of funds deposited into non-transaction accounts such as Savings and Money Market Accounts may be delayed for a longer period of time. For deposits made at Shared Branch locations, please see the Deposits at Shared Branches section below. If you have a question about the availability of funds deposited into any of your Accounts, please contact a City CU at 214-515-0100 or 888-324-2328.*

<b>Description of Deposit</b>	<b>When Funds Can Be Withdrawn</b>
Direct Deposits, Wire Transfers and Cash	The business day we receive the deposit.
Cashier's, Certified, Teller's, or Government Checks; Checks drawn on City CU; most payroll checks; and checks drawn on City of Dallas affiliated companies. For any other checks see below:	The business day we receive the deposit. In some cases, we may delay your ability to withdraw funds as described below.
Checks Up to \$5,000*	Our general policy is to allow you to withdraw funds deposited in your account on the business day we receive your deposit. In some cases, we may delay your ability to withdraw funds as described below.
Checks Over \$5,000*	Amounts over \$5,000 deposited on any one business day will be available on the second business day after the deposit. In some cases, we may delay your ability to withdraw funds for a longer period as described below.

\*The aggregate of all checks deposited to any one or more of your checking or other transaction accounts on any one business day.

Our policy is to make funds from some deposits available to you on the business day we receive the deposit and delay the availability of funds from other deposits. During the delay, you may not withdraw funds in cash and we will not use the funds to pay checks that you have written.

**1. Determining the Availability of a Deposit**

The length of the delay is counted in business days from the day

of your deposit. 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. 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. The length of the delay may vary depending on the type and the amount of the deposit and is explained in the table above. In some cases, funds from deposits may be held for a longer period as described below. Once funds are available, you can withdraw them in cash and we will use them to pay checks and other payment orders you have authorized.

## **2. Longer Delays May Apply**

While our goal is to make some deposits available immediately, in some cases, we will not make all of the funds from these deposits available to you immediately. Depending on the type of deposit and the amount of check you deposit, funds deposited to your checking or other transaction account may not be available until the second business day after the day of your deposit. However, the first \$200.00 of your deposit will be available on the first business day following the day of deposit.

If we are not going to make all of the funds from your deposit available immediately, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly with one of our Associates, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after the day we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

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

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

### **3. Special rules for New Accounts**

If you are a new Member, special rules may apply during the first 30 days your account is open. Funds from electronic direct deposits and deposits from cash and wire transfers will be available on the day we receive the deposit. Funds from the first \$5,000 of a day's total deposits of cashier's checks, certified checks, teller's checks, Traveler's checks, and federal, state, and local government checks will be available on the next business day after we receive your deposit if the deposit meets certain conditions. For example, the checks must be made payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our Associates, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from other checks may be delayed up to nine business days.

### **4. Rules Applicable to All Members**

In lieu of accepting a check for deposit, City CU retains the right to send any item for collection or to refuse an item. Funds from checks sent for collection will not be available for withdrawal until City CU receives payment for the check from the payer institution. In addition to fees assessed by other institutions, City CU may charge a fee for this service, as set forth in our Fee Schedule. You will be informed at the time the item is received for deposit if the item will be sent for collection or refused for deposit. If the item is received by mail or through a night depository, you will be notified, in writing, no later than the first business day after the day the deposit is received.

In any event, in our discretion, we may refuse any deposit, limit the amount that may be deposited, accept all or any part of a deposit for collection only, return all or any part of any deposit, refuse the deposit to your Checking Account or other transaction Account, but accept it to your Savings, or other non-transaction Account, close the Account, subject to applicable regulations.

### **5. Deposits at Shared Branches and Night Depository**

Shared Branches are defined as those non-City CU offices where members of many different credit unions are able to perform transactions to their own credit union account. Cash deposits will be available the day of the deposit. Deposits made by check, depending upon the type of check you deposit, funds may not be available until the second business day after the date of your deposit. In some cases, additional delays may apply as disclosed in the **Longer Delays May Apply** section above.



# **SUBSTITUTE CHECKS AND YOUR RIGHTS, IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT**

## **1. What is a Substitute Check?**

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

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

## **2. What are my rights regarding substitute checks?**

In certain cases, the Check 21 Act provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that City CU has withdrawn the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

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

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

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

## How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that was posted to your Account, please contact City CU at 214- 515-0100 or 888-324-2328. You must contact us within sixty (60) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. City CU will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

## PRIVACY NOTICE

### WHAT DOES CITY CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	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.
<b>What?</b>	<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"> <li>* Social Security number</li> <li>* Account balances</li> <li>* Credit history</li> <li>* Income</li> <li>* Payment history</li> <li>* Employment Information</li> </ul>
<b>How?</b>	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 City CU chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does City CU Share?	Can you limit this sharing?
<b>For our everyday business purposes</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	<b>YES</b>	<b>NO</b>
<b>For our marketing purposes</b> - to offer our products and services to you	<b>YES</b>	<b>YES</b>
<b>For joint marketing with other financial companies</b>	<b>YES</b>	<b>YES</b>
<b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences	<b>NO</b>	<b>WE DON'T SHARE</b>
<b>For our affiliates' everyday business purposes</b> - information about your creditworthiness	<b>NO</b>	<b>WE DON'T SHARE</b>
<b>For non-affiliates to market to you</b>	<b>NO</b>	<b>WE DON'T SHARE</b>

## TO LIMIT OUR SHARING

- Call 888-324-2328 - Our menu will prompt you through your choice(s) **or**
- Visit us online: [www.citycu.org](http://www.citycu.org)

### **Please note:**

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

Who we are	
<b>Who is providing this notice?</b>	City Credit Union

  

What we do	
<b>How does City Credit Union protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We only engage the services of companies who share our standards for protecting your confidentiality and agree in writing to protect and use your information only as authorized by us.
<b>How does City Credit Union collect my personal information?</b>	We collect your personal information, for example, when you: * open an account * deposit money * pay your bills * apply for a loan * use your credit or debit card
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only: * sharing for affiliates' everyday business purposes - information about your creditworthiness * affiliates from using your information to market to you * sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account, unless you tell us otherwise.

Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. * City Credit Union has no affiliates.
<b>Non-affiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. * City Credit Union does not share with non-affiliates so that they can market to you.
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. * Our joint marketing partners include securities broker dealers and insurance agents.

CA Residents: We do not share your personal information for joint marketing with other financial companies.

VT Residents: Except as permitted by law, we will not share your personal information with non-affiliates.

MA Residents: We do not share your account information except as permitted or required by law.

# CITY CREDIT UNION ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURES

**Telephone Number for Notification of Lost or Stolen Card or PIN, Unauthorized Use, and Other Notifications:**  
**(214) 515-0100 or (888) 324-2328 Mastercard® Debit Card**  
**(After Hours): (844) 646-5443**

**1. General: Issuance of Card, Personal Identification Number, and/or Password.** In this Agreement and Disclosures (“Agreement”), the words “you,” “your,” and “party” refer to any person to whom a City Credit Union Mastercard Debit Card (collectively, “Card”) is issued, any person to whom a Personal Identification Number or password (collectively, “PIN”) is issued in connection with any such Card or other electronic fund transfer service, any person authorized to use or given access to use any such Card or PIN, and any owner of a Credit Union Account which may be accessed by the Card or the PIN. The words “we,” “us,” “our,” and “City CU” refer to City CU. You agree that any use of a Card or PIN by you shall be governed by the terms and conditions set forth in this Agreement, as well as the terms of your Membership and Account Agreement with us, our policies and procedures, and any other agreements, instructions, or FAQs (collectively, “Other Agreements”) provided to you in connection with an electronic fund transfer service, all of which are made a part of this Agreement and may be amended from time to time. If you arrange for direct deposit or any other type of preauthorized electronic payments or credits to your Account, except for wire transfers, those services are also governed by this Agreement. If any of the terms of this Agreement or the Other Agreements should conflict with the terms of the City CU Membership and Account Agreement, the terms of this Agreement and the Other Agreements will control. Capitalized terms used in this Agreement but not defined herein shall have the same meaning as the Membership and Account Agreement.

**2. Access to the Services.** The electronic fund transfer services are generally accessible twenty-four (24) hours a day, seven (7) calendar days a week, except that the services may be inaccessible for brief periods each week for system maintenance and other necessary downtime. We will attempt to limit interruptions to the services, but we are not responsible for failure to provide the services due to system maintenance, other necessary downtime, or any unforeseen acts or circumstances outside of our control.

**3. Overdrafts.** You agree that you will not use your Card and PIN to withdraw or transfer funds from your Account in amounts exceeding the available balance in your Account at the time of any such transfer. You agree that we will be under no obligation to make a withdrawal or transfer if there are insufficient available funds in your Account. The term “available funds” means funds that are not subject to any hold and are immediately available for withdrawal to pay transactions presented. If your Account has sufficient funds to cover one or more but not all checks, withdrawal orders, or electronic fund transfers during any given business day, we may honor those items, allow those withdrawals, or make any such electronic fund transfers in any order that we choose in our sole discretion including first honoring any such checks, orders, or transfers payable to us, and dishonoring or refusing any item, order, or transfer for which there are insufficient funds available thereafter. You also agree that, at our option we may post all Card transactions during any day before posting any other checks, withdrawal orders, or other electronic funds transfers presented or made. If you have applied

and/or been approved for Overdraft Protection with us, you agree that your use of the Card and PIN shall be subject to the Overdrafts and Overdraft Protection sections of the Membership and Account Agreement, any other overdraft agreements you may have with us, and our overdraft policies and procedures. The Courtesy Pay service is not available for ATM and one-time Mastercard Debit Card transactions unless you have opted-in. Please contact City CU to opt-in to Courtesy Pay coverage for your ATM and one-time Debit Card transactions.

**4. Stop Payment.** Unless otherwise provided in any agreement or disclosure you receive when you arrange for a service, you acknowledge and agree that you may not stop payment on any transaction initiated through use of the Card or a PIN.

**5. Card and PIN Security.** Most of the services require the use of your PIN to access the services. Mobile banking push notification services do not require a PIN. For computer or mobile services, we may require additional login procedures in order to authenticate a user. You agree to follow our security procedures to authenticate your identity when requesting Account access and Account transactions. You agree to keep your Card and PIN in a place of safekeeping, to refrain from disclosing your PIN to any third party, to refrain from writing your PIN on your Card, and to refrain from recording or displaying your PIN in such a manner that it will be accessible by third parties. You agree not to leave your computer or mobile device unattended while logged into the services, and you will promptly log off each time you finish using the services. **You understand that any person having access to your PIN will be able to access the services and perform all transactions, including reviewing Account information and making transfers to other Accounts and persons.** You agree that the use of the Card or PIN by (a) you, (b) any other applicant, (c) any party to any of your Accounts that may be accessed by the Card or PIN, (d) anyone you permit or authorize to use your Card or PIN, and (e) anyone to whom you disclose your PIN or give access to your Card or PIN shall be deemed an authorized use for which you shall be liable. If you authorize another person to use your PIN in any manner, your authorization is considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization. You are responsible for any transactions made by any such person until you notify us in writing that transfers by that person are no longer authorized and we have had a reasonable opportunity to act upon your notification. You are responsible for reporting the loss or theft of your Card or PIN to us as soon as possible after the loss or theft. For your security, we may restrict access to the services without notice if we suspect fraudulent activity.

**6. Internet and Wireless Security.** You understand that wireless communications may not be encrypted and that there are risks in accessing the services with your mobile device. Subject to applicable law, you expressly agree to assume all such risks. Push notification messages and other wireless communications may not be confidential or secure. Accordingly, you agree to exercise precautions to safeguard your mobile device, your identity, your Accounts, and your Account information. You agree never to provide your personal information or Account information to any person or through any wireless network you do not know or whose identity you cannot verify. If you do, you assume all risks, subject to applicable law. We will never contact you by telephone, text messaging, email, or otherwise and ask you to provide us your personal or Account information, including your Social Security number, user name, password, and Account numbers. You agree not

to disclose your personal and Account information to unknown persons through these mediums for any reason. You agree to remain vigilant for phishing and other fraudulent scams and notify us promptly if you become aware of or suspect fraudulent activity involving your identity, your Accounts, or City CU. You agree to notify us immediately if your mobile device is lost, stolen, or destroyed or if you change your telephone number, email address, or other contact information. You understand that, if your mobile device is lost or stolen, you may not receive important messages that we have sent to you. We are not responsible for messages not received from us and any associated messaging fees. If you fail to exercise reasonable care to protect your identity and safeguard your mobile device and Accounts, we will not be liable, subject to applicable law.

**7. No Warranty. THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER THE CREDIT UNION NOR ANY OF ITS SERVICE PROVIDERS MAKES ANY WARRANTY ON ANY EQUIPMENT, HARDWARE, SOFTWARE, OR THE SERVICES, OR WITH RESPECT TO YOUR INTERNET OR CELLULAR SERVICE PROVIDER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR PERFORMANCE UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY APPLICABLE LAW.**

**8. Limitation of Liability. EXCEPT AS PROVIDED IN THIS AGREEMENT, WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT, YOUR SOFTWARE, OR ANY TECHNICAL OR EDITORIAL ERRORS OR OMISSIONS IN ANY MATERIAL PROVIDED TO YOU IN CONNECTION WITH THE SERVICES. IF WE DO NOT COMPLETE A TRANSFER YOU HAVE REQUESTED, WE MAY BE LIABLE TO YOU, BUT ONLY FOR YOUR ACTUAL LOSSES AND DAMAGES UP TO THE AMOUNT OF THE TRANSFER. WE WILL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING IN ANY WAY OUT OF THE USE OR MAINTENANCE OF YOUR EQUIPMENT, SOFTWARE, OR THE SERVICES. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.**

**9. Surrender, Cancellation, and Amendment. You agree to surrender your Card to us upon demand. You agree, further, that the Card shall at all times remain our property and that we may restrict or terminate any one or more electronic fund transfer services or cancel this Agreement at any time, subject to such notification as may be required by applicable law. You also agree that we may amend, supplement, or add to this Agreement and Disclosures from time to time, subject to such notification as may be required by applicable law. We may restrict or terminate any one or more EFT services, for example, if you are abusive in the use of the services, including repeated overdrafts. If the Card or PIN is not utilized for a period greater than one-year (365 days), authorization for the card or PIN may be revoked, without notice. You may terminate this Agreement at any time by notifying us in writing. You remain liable for any transactions**



you make or authorize both before and after any termination.

**10. Debit Card Use.** You acknowledge that a Mastercard Debit Card transaction is NOT a preauthorized transaction, subject to provisions discussed elsewhere in this Agreement. When you have authorized a charge or transaction for a purchase from a participating merchant and Mastercard has accepted it, you may not “stop payment”. Even though the charge may not have processed on your Account, the charge is authorized and may not be revoked. You authorize the Credit Union to charge your Account for the amount of the Card transaction when received. The foregoing does not apply if you have arranged in advance for a recurring transaction to be charged to your Account at substantially regular intervals using your Debit Card. See Section 6 of the Disclosures below regarding your rights to stop payment of preauthorized payments.

- Once initiated, you may not cancel any transaction through an automatic teller machine.
- If merchandise is returned, you may not receive immediate credit.

Please be advised that some merchants (particularly hotels, motels and rental car agencies) may place a preauthorization hold on your Account when using your Mastercard Debit Card. A preauthorization hold may reduce your available balance for withdrawal. A preauthorization hold may be in an amount greater than the actual purchase amount and may remain in effect until the transaction has been posted to your Account. You may not access funds that are subject to a preauthorization hold. Preauthorization holds affect the availability of funds to pay for checks drawn on your Account and other withdrawal transactions. You are responsible for ensuring that sufficient available funds remain in your Account to pay your checks and other transactions notwithstanding any preauthorized hold that may be placed on your Account. You agree that we are not responsible for costs or damages you may incur for dishonor of checks or other transactions because of preauthorization holds placed on your Account funds.

**11. Confidentiality.** Certain electronic fund transfer services such as the Easy Teller telephone audio response system, the Online Banking and Bill Payment service, and the Mobile Banking service may allow any user to obtain certain information about the Primary Member and all of the Primary Member’s Credit Union Accounts, including all share and loan Account information, even if the user is not an Owner or is not otherwise authorized on all of the Primary Member’s Accounts. The Primary Member acknowledges and agrees that any user authorized to use a PIN to access the services will have full access to the Primary Member’s Account information available through the services, and we are not responsible for access by such persons. You acknowledge and agree that only the Primary Member has the authority to establish or change a PIN for the services and that every other party to the Account is required to obtain the PIN directly from the Primary Owner. For security reasons, we will not provide the PIN to any party, and we are not liable for refusal to provide the PIN to any party.

**12. Ownership and License of the Mobile Banking Software.** You acknowledge that the Mobile Banking software is the property of City CU or its licensors and is protected by copyright law. City CU grants to you a limited, personal, non-exclusive, non-transferable license to download and install the software solely to access and use the services for personal or business use related to your Accounts, subject

to the terms of this Agreement and any future amendments. You acknowledge that all right, title and interest in the software is owned and retained by City CU and its licensors and that the software is not sold to you. Your rights to the software are strictly limited by this Agreement, and City CU and its licensors reserve all rights not expressly granted herein. You may not, nor may you permit any third party to: (a) sublicense, rent, lease, transfer, sell, or redistribute the software or any portion thereof, (b) reverse engineer, decompile, disassemble, modify, create derivative works of, or attempt to derive the source code of the software or any portion thereof, or (c) use the software or any portion thereof in any manner not expressly permitted under this Agreement.

**13. Prohibited Uses.** You may not use the services or the software in any manner that violates this Agreement, the rights of a third party, or applicable law. Prohibited uses include, without limitation, uses that (a) infringe or violate the privacy or proprietary rights of City CU or a third party, (b) interfere with or disrupt use of the services by other users, (c) interfere with or disrupt one or more computer networks connected to the services, (d) involve fraudulent or other illegal transactions or activity, including but not limited to false, misleading, or deceptive acts, and (e) access or attempt to access any computer systems or parts thereof not expressly authorized by this Agreement. In addition, you may not use the services from any location where the content provided by the services or use of the services is illegal, and you assume all responsibility and risk of loss if you do so. You acknowledge that the software may be subject to U.S. export controls and other trade and use restrictions, and you agree to comply with all provisions of U.S. law and other applicable law.

## DISCLOSURES

**Notice to Business Account and Other Non-personal Account Holders:** The following disclosures are provided for the benefit of consumers pursuant to the Electronic Fund Transfers Act (“Act”) and Bureau of Consumer Financial Protection Regulation E (“Regulation”). The Act and Regulation do not apply to business and other Non-personal Accounts. If you are a Business Account or other Non-personal Account holder, the disclosures below relating to your liability for unauthorized transfers (except for the Mastercard zero liability provisions), Credit Union liability, preauthorized payments, and error resolution do not apply to your Account. The remainder of the disclosures are provided for informational purposes only and are not intended to expand the scope or coverage of the Act or Regulation to business and other non-personal Accounts.

**1. Transfer Types.** The following electronic fund transfer services are available:

### **Mastercard® Debit Card (MCDC)**

Account Access – You may use your PIN to:

- Withdraw cash from your Checking and Savings Accounts from ATMs that display the MoneyPass, CO-OP, CIRRUS, Plus, Mastercard, Maestro, and Accel Exchange logos.
- Transfer funds between your Checking and Savings Accounts at ATMs.
- Inquire as to the balance in your Checking and Savings Accounts at ATMs.
- Pay for goods and services from your Checking Account at places that accept Mastercard.

- Obtain cash from a merchant (from your Checking Account) if the merchant permits you to do so.
- Obtain cash advances from your Checking Account from any financial institution that displays the Mastercard logo.
- Line of credit access is not available directly from an ATM.

*Some of these services may not be available for all Accounts or at all terminals. See Section 2 below for transfer limitations.*

### **EasyTeller (Audio Response System)**

Account Access – You may use your Easy Teller PIN to:

- Transfer funds between your Checking, Savings, and Money Market Accounts and to and from Accounts of other City CU members (by arrangement).
- Request that a check be mailed to your address on file for a withdrawal from your Checking, Savings, or Money Market Accounts.
- Obtain your recent Account history, account and balance information.
- Make payments on your loan accounts with us.
- Request funds from your line of credit (if available and applicable) to be transferred to your Checking, Savings, or Money Market Account.
- Please refer to Audio Response brochure for a complete list of all available services.

*Some of these services may not be available for all Accounts. See Section 2 below for transfer limitations.*

### **Online Banking, Mobile Banking, and Bill Payment Services**

Account Access – You may use your Online Banking PIN to:

- Transfer funds from your Checking, Savings, and Money Market Accounts and Accounts of Other City CU Members on which you are an Owner.
- Transfer funds from your Checking, Savings, and Money Market Accounts to external accounts at other financial institutions (by arrangement).
- Obtain your recent Account history, account and balance information.
- Make payments on your loans with us from your Checking, Savings, and Money Market Accounts.
- Make bill payments to approved merchants and other approved parties from your Checking or Money Market Account.

*Some of these services may not be available for all Accounts. See Section 2 below for transfer limitations.*

Your contractual arrangement for the Online Banking, Mobile Banking, and Bill Payment Services may provide for additional terms, conditions, disclosures, and limitations.

### **Direct Deposit and Preauthorized Withdrawal Transfers**

You may make arrangements for certain direct deposits to be accepted into your Checking, Savings, or Money Market Accounts or to pay certain recurring bills from your Checking, Savings, or Money Market Accounts.

*Some of these services may not be available for all Accounts. See Section 2 below for transfer limitations.*

### **Other Withdrawal Transfers**

If you pay for something by check and the merchant permits, you may authorize the merchant to convert your check to an electronic fund transfer. You may also authorize a merchant to electronically debit your Checking or Money Market Account for returned check fees. You are deemed to have authorized these transfers if you sign an authorization or if you engage in the transaction after receiving notice that the transfer will be treated as an electronic fund transfer.

If a merchant permits, you may pay certain bills and purchase goods and services at the point of purchase, by telephone, or over the internet by authorizing the merchant to electronically debit your Checking or Money Market Account.

*See Section 2 below for transfer limitations.*

## **2 Transfer Limitations**

### **Regulation D Transfer Limitations** – Savings and Money Market Accounts

Under government regulations that apply to your Savings and Money Market Account types, you may not make more than six (6) transfers or withdrawals, or a combination of such transfers and withdrawals from these Accounts, per calendar month to another Account of yours at City CU or to a third party by means of a preauthorized or automatic transfer, or telephonic agreement, order, or instruction (including automatic overdraft protection transfers and transfers by personal computer or other data transmission) or by way of check, draft, Debit Card, or a similar payment order made payable to third parties. Withdrawals by mail, messenger, Automated Teller Machine, or in person, and transfers to make payments on your loans with us are not included in this limitation, but for Money Market Accounts, see Money Market Account Limitations section below. Automatic or preauthorized transfers from your Accounts to make payments on loans that your family members may have with us are counted against this transaction limitation. After six (6) transfers or withdrawals, City CU may return all excessive transactions and you may be subject to return fees or, if we permit the transaction, a fee will apply for exceeding the transfer limit. Due to these limitations, point of sale transactions are not permitted from your Savings or Money Market Account(s).

### **Money Market Account Limitations**

Regardless of how a withdrawal or transfer is performed from a Money Market Account, whether in-person, by check, or by automatic or preauthorized transfer or withdrawal, there is a limit of six (6) transfers or withdrawal transactions from a Money Market Account per calendar month. We may reject transactions exceeding this limit, and you may be subject to return fees for rejected transactions, or, if we permit the transaction, a fee will apply for exceeding the transfer limit.

You must maintain your Account(s) in good standing with us in order to continue access to your Account(s) via the services. Occasionally, we may allow you to withdraw more than the daily limitations disclosed in these Disclosures. You agree that you will not withdraw more than the amount of funds available in your Account(s). However, we may allow you to withdraw an amount exceeding the available funds in your Account(s) using your Debit Card. A fee may apply for overdrafts as set forth in the Truth-in-Savings Account Disclosure and Rate and Fee Schedules. If you have opted-in to Courtesy Pay for one-time ATM and debit transactions, you will be charged a fee when we permit you to overdraw your account using your Debit Card. You are responsible for

all amounts you owe to the Credit Union as a result of overdrafts.

### **Mastercard® Debit Card**

You may transfer or withdraw up to \$500 per day (24-hour period) using an ATM or as Point of Sale (PIN-based) transactions. You may withdraw up to \$3,500 per day for point-of-sale (signature-based) transactions. You may use your Card up to 20 times per day.

### **Audio Response System**

You may transfer or withdraw an aggregate withdrawal total of up to \$2,000 per calendar day using your PIN. Each individual check request or funds transfer is limited to a maximum of \$1,000 per transaction. There is a limitation on the number of certain kinds of transfers or withdrawals per month from Savings and Money Market Accounts as described above. If you exceed the limits, these transfers and withdrawals are subject to rejection and a rejection fee. We may also charge a fee if we permit an excessive transaction.

### **Online and Mobile Banking**

You may transfer an aggregate total of up to the available balance in your Account using your PIN. There is a limitation on the number of certain kinds of transfers per month from Savings and Money Market Accounts, as described above. If you exceed the limits, these transfers and withdrawals are subject to rejection and a rejection fee. We may also charge a fee if we permit an excessive transaction.

### **Bill Payment Service**

You may pay your bills up to the available balance in your Account, with a maximum payment of \$9,999.99. These transactions are available from Checking and Money Market Accounts only. Money Market Account bill payment transactions are subject to the Regulation D Transfer Limits and Money Market Account Transfer Limits as described above. There are no limits on the number of bill payment transactions you can make from your Checking Account.

**3. Fees.** Please refer to our Truth-in-Savings Account Disclosure and Rate and Fee Schedules accompanying this Agreement for disclosures of fees and charges that apply in connection with your use of electronic fund transfers services. In addition to the fees disclosed on our Truth-in-Savings Account Disclosure and Rate and Fee Schedules, when you use an ATM not owned by us, you may be charged an additional fee by the ATM operator or any network used. You may be charged an additional fee for a balance inquiry even if you do not complete a fund transfer.

### **4. Documentation.**

- (a) **Terminal Transfers.** You can get a receipt at the time you make any transfer of more than \$15 to or from your Account using an ATM or a point-of-sale terminal.
- (b) **Periodic Statements.** You will receive a monthly Account statement from us for your Checking and Savings Accounts if there is electronic fund transfer activity on the Account during a given month. In any event, you will receive a statement for your Accounts at least quarterly.
- (c) **Direct Deposits.** If you have arranged to have direct deposits made to your account, you may verify deposits through the Audio Response, Online Banking, and Mobile Banking Systems.

**5. Courtesy Pay.** We offer our Courtesy Pay Service to all members in good standing with personal and business Checking Accounts. In order for us to pay one-time ATM and debit transactions under this service, you must contact us to opt-in. With this service we may, at City CU's sole discretion, choose to pay members' reasonable, occasional, and inadvertent overdrafts, whether caused by check, in-person withdrawal, MCDC, ATM transactions or other electronic means as a non-contractual courtesy. The Courtesy Pay Service is not a line of credit, and there is never any guarantee of payment. We may refuse to pay an overdraft at any time and for any reason, even though we may have paid previous overdrafts for you in the past. You should never expect that we will pay an overdraft.

Whether we pay or return a Non-Sufficient Funds item, a fee will be imposed for NSF items or for covering overdrafts by check, in-person, MCDC, ATM transaction or other electronic means to your Account as a Non-Sufficient Fund or Courtesy Pay charge, as set forth in City CU's Truth-in-Savings Account Disclosure and Rate and Fee Schedules. There is not an additional fee for the payment, in lieu of return. There is no daily limit on the number of these fees that can be charged to your Account.

Courtesy Pay Service is a discretionary service, subject to policies and procedures established by the Board of Directors of City CU and current laws and regulations. City CU is not obligated to provide this service and we may terminate this service at any time or refuse to provide Courtesy Pay on any Account that you have authorized. If we do pay an overdraft using this service, you agree that your Account shall in no event remain overdrawn for more than thirty (30) calendar days. If your Account is overdrawn for more than thirty (30) calendar days, your Account may be subject to closure and collection at that time. You may opt out of this service by contacting us at (214) 515-0100 or (888) 324-2328.

## **6. Preauthorized Payments.**

- (a) **Right to Stop Payment of Preauthorized Transfers and Procedure for Doing So.** If you have arranged in advance to make regular payments from your Account, you can stop any of these payments by calling or writing to us at the telephone number or address listed in these disclosures in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) business days after you call. We will charge a fee as set forth in our Truth-in-Savings Account Disclosure and Rate and Fee Schedules for each stop payment order you give.
- (b) **Notice of Varying Amounts.** If these regular payments may vary in amount, the person or company you are going to pay will tell you, ten (10) business days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- (c) **Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your actual losses or damages proximately caused by our failure.

**7. Contact in Event of Unauthorized Transfer.** 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:

**(214) 515-0100 or (888) 324-2328**

**or write to:**

**City Credit Union  
7474 Ferguson Road  
Dallas, TX 75228-6543**

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

**You may report a lost or stolen Mastercard® Debit Card after hours by calling (844) 646-5443.**

**8. Business Days.** Our business days are Monday through Friday, excluding Federal holidays and the day after Thanksgiving.

**9. Confidentiality.** We will disclose information to third parties about your Account or transfers you make:

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

**10. Your Liability for Unauthorized Transfers and Advisability of Prompt Reporting.** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of limiting your possible losses. You could lose all the money in your Account (plus your maximum overdraft line of credit, if applicable).

**For Transactions Using Your Mastercard® Debit Card:**

If you believe your Mastercard Debit Card and/or PIN has been lost or stolen, you will not be liable once you notify us that someone may use or has used your Card or PIN without your permission. The foregoing liability limitation does not apply unless (a) you have exercised reasonable care in safeguarding your Mastercard Debit Card from risk of loss or theft, and (b) upon becoming aware of such loss or theft, you promptly notify us. If you do not meet these conditions and you are a consumer cardholder, your liability will be determined under the standards set forth below for All Other Transactions.

**For All Other Transactions:**

If you tell us within two business days, you can lose no more than \$50 if someone used your Card or PIN without your permission.

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

Also, if your statement shows transfers that you did not make, including those made by Card, PIN, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we

could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**11. City CU's Liability.** 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 actual losses or damages proximately caused by our failure. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough money in your Account to make the transfer;
- If the terminal or system where you are making the transfer does not have enough cash;
- If the ATM or system was not working properly and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- If the funds in your Account are subject to an administrative hold, legal process, or other claim;
- If the failure to properly complete the transaction is caused by erroneous information properly supplied by you or your agent;
- If you have closed the Account from which you have preauthorized electronic fund transfers to occur; and
- There may be other exceptions stated in our agreement with you.

**12. In Case of Errors or Questions about Your Electronic Transfers.** Call or write us at the telephone number or address listed in these disclosures as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) calendar days after we sent the FIRST statement on which the problem or error appeared.

Be sure to:

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

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

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

For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) calendar days to investigate your complaint or question. For new Accounts, we may take up to twenty (20) business days to credit your Account for the amount you think is in error.

We will tell you the results within three (3) business days after



completing our investigation. If we determine that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**13. Mastercard® Debit Card International Transactions.** If you perform an international transaction with your Mastercard Debit Card, part of Mastercard's currency conversion procedure includes use of either a government-mandated exchange rate or a wholesale exchange rate selected by Mastercard. The government-mandated exchange rate or wholesale exchange rate Mastercard uses for a particular transaction is the rate Mastercard selects for the applicable currency on the date the transaction is processed, which may differ from the rate selected on the date the transaction occurred or on the date the transaction is posted to your Account. Additionally, we will charge a 1% Foreign Transaction Fee on all international purchase, cash advance, and Account credit transactions, even if there is no currency conversion.

**14. Illegal Transactions.** You agree that you will not cause or allow your Card or PIN to be used in any manner or for any transaction that we believe poses an undue risk of illegality, and we may refuse to authorize any such use or transaction. If you use your Card or PIN for a transaction that is determined to be illegal, you will be liable for the transaction. You agree not to use your Card or PIN for any unlawful internet gambling purposes. If City CU has reason to believe that your Card or PIN is being used for this purpose, we may block your Card or PIN from any future transactions of any kind. You also waive any right to take legal action against City CU for your illegal use of your Card or PIN and agree to indemnify, defend, and hold harmless City CU and Mastercard International, Inc. from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

**15. ATM Safety Precautions.** Exercise discretion when using an ATM or night deposit facility. Observe basic safety precautions. Prepare for any ATM transactions prior to approaching the ATM or night deposit facility. Retain your receipts, and do not leave them at the ATM or night deposit facility. Do not lend your Card to anyone, and do not leave your Card or any other documents at the ATM or any night deposit facility. Keep your PIN secret and memorize it. Do not give anyone information regarding your Card or PIN over the telephone. When using an ATM, place your body in a position so that you will prevent others from observing your PIN when entered. Never enter your PIN in any terminal that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. At any ATM or night deposit facility, keep a lookout for any suspicious activity near the facility and assure yourself that the facility and all approaches to the facility are well lighted. Conceal cash received from an ATM to the best of your ability and count it after you have left the ATM. If anyone offers assistance while you are operating an ATM, do not accept it. If you have begun a transaction, consider canceling the transaction and leaving the ATM location. Finally, compare your receipts against the statements you receive and notify us immediately if you suspect that an error or unauthorized transaction has occurred.

# **CITY CREDIT UNION**

7474 Ferguson Road  
Dallas, Texas 75228-6568