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MEMBERSHIP AND ACCOUNT AGREEMENT

This Membership and Account Agreement (the "Agreement") contains the rules governing your accounts with A+ Federal Credit Union (the "Credit Union") READ THIS AGREEMENT CAREFULLY. You may request a current copy of this Agreement by calling (512) 302-6800 or (800) 252-8148 or by writing to us at A+ Federal Credit Union, P.O. Box 14867, Austin, TX 78761.

This Agreement is subject to applicable federal laws and the laws of the State of Texas (except to the extent that this Agreement can and does vary those rules or laws). We may permit some variations from this Agreement, but any variations must be agreed to in writing. As used in this Agreement, the words "we," "our," and "us" mean the Credit Union and the words "you" and "your" mean the owner(s) of this account and anyone signing in a representative capacity (e.g. an "authorized signer" or grantee of a power of attorney) appointed by or on behalf of the owner(s) to sign on the account. The word "account" means any one or more checking or savings accounts you have with the Credit Union. "Party" means a person who, by the terms of the account, has a present right, subject to request, to payment from the account other than as a beneficiary, authorized signer, or other person signing only in a representative capacity. This account may not be transferred or assigned without our written consent.

The classification and form of ownership of your accounts are set forth on your Account Signature Card. By signing an Account Signature Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement and the Account Signature Card, Funds Availability Policy Disclosure, the Electronic Funds Transfer Agreement, the Truth-in-Savings Disclosure, if applicable, and any Account Receipt, accompanying this Agreement, and the Credit Union's Bylaws and policies, and any amendments of these documents from time to time which collectively govern your Membership Accounts and agree that we may rely exclusively on the same and that we have no obligation to rely on any other documents. You understand that we may optically scan or image your Account Signature Card and agree that the imaged or scanned Account Signature Card is binding on you and us. You further agree that this Membership & Account Agreement is written in English, and that it is your responsibility to obtain help in the event you should have any language difficulties in reading this contract.

- 1. Membership Eligibility.** To be eligible for membership in the Credit Union, you must be an individual or entity qualifying within the Credit Union's field of membership and must purchase and maintain at least a share (the "membership share") as required by the Credit Union's Bylaws. The par value of each share for any current or future member shall be \$10. Subscriptions to shares are payable at the time of subscription, or in installments of at least \$2 per month. A member who fails to complete payment of one share within six (6) months of his/her admission to membership, or within six (6) months from the increase in the par value of shares, or a member who reduces his/her share balance below the par value of one (1) share and does not increase the balance to at least the par value of one (1) share within six (6) months of the reduction may be terminated from membership. To comply with government regulations, you understand that you must provide us with current government issued picture identification and other information required by the Government. You agree that we are authorized to verify financial information, data, and employment history by any necessary means, including obtaining a consumer report by any consumer reporting agency. For your and our protection, you agree that we may retain a copy or image of your current government issued picture identification for identity verification on any and all account transactions or requests.
- 2. Single-Party Accounts.** If the account is designated as a Single-Party account, the account will be opened and maintained in the name of the one Party, who is the sole signatory thereof. The Party to the account owns the account.
 - a. No P.O.D. Designation.** On the death of the Party, ownership of the account passes as a part of the Party's estate under the Party's will or by intestacy. Unlike Multiple-Party accounts, no other person will have an ownership interest in, or right of survivorship interest under a Single-Party account, except as otherwise provided by law.
 - b. P.O.D. Designation Made.** If the Account Signature Card designates a Payable on Death (P.O.D.) beneficiary and is signed by the account Party, then on the death of the Party, ownership of the account passes to the P.O.D. beneficiary(ies) identified on the Account Signature Card (equally if there are multiple beneficiaries). The account is not a part of the Party's estate, and we will pay the account to the P.O.D. beneficiaries unless otherwise required by law. If on the death of the Party, a designated P.O.D. beneficiary on an account with multiple P.O.D. beneficiaries is also deceased, the deceased P.O.D. beneficiary's portion will be paid to the surviving P.O.D. beneficiary(ies). If a designated P.O.D. beneficiary dies after the Party but before the P.O.D. beneficiary's part of the funds are claimed, then the deceased P.O.D. beneficiary's portion of the funds will be paid to the deceased P.O.D. beneficiary's estate. The Party, while living, reserves the right to terminate this account at any time by written notice delivered to us, in which event the P.O.D. beneficiary shall have no interest in funds so distributed.
- 3. Multiple-Party Accounts.** An account owned by two or more persons is a Multiple-Party account. A survivorship designation may be invalid unless it is signed by the Party who dies. The following items are applicable to any Multiple-Party account.
 - a. Rights of Survivorship (No P.O.D. Designation).** The Parties to the account own the account in proportion to the Parties' net contributions to the account. The Credit Union may pay any sum in the account to a Party at any time. On the death of a Party to a Multiple-Party Account, all sums in the account on the date of death vest in and belong to the surviving Party(ies) and their separate property and estate. If this account is issued to a married couple, you both intend and agree that any community property in the account be transmuted (changed) into separate

property and that all property in the account is held jointly with right of survivorship. This means that after the death of either spouse, the balance in the account may be paid to the surviving spouse.

- b. Rights of Survivorship (P.O.D. Designation Made).** The Parties to the account own the account in proportion to the Parties' net contributions to the account. The Credit Union may pay any sum in the account to a Party at any time. On the death of a Party to a Multiple-Party Account, all sums in the account on the date of death vest in and belong to the surviving Party(ies) as their separate property and estate. If a P.O.D. designation is made and is signed by all account Parties, on the death of the last surviving Party, the ownership of the account passes to the P.O.D. beneficiary(ies) identified on the Account Signature Card (equally if there are multiple beneficiaries), and we will pay the account to the P.O.D. beneficiaries unless otherwise required by law. If on the death of the last surviving Party on an account with multiple P.O.D. beneficiaries, a designated P.O.D. beneficiary is also deceased, the deceased P.O.D. beneficiary's portion will be paid to the surviving P.O.D. beneficiary(ies). If a designated P.O.D. beneficiary dies after the last surviving Party but before the P.O.D. beneficiary's part of the funds are claimed, then the deceased P.O.D. beneficiary's portion of the funds will be paid to the deceased P.O.D. beneficiary's estate. The Parties, while living, reserve the right to terminate this account at any time by written notice delivered to us, in which event the P.O.D. beneficiary(ies) shall have no interest in funds so distributed.
- c. Actions by Multiple-Party Account Owners.** Any Multiple-Party account owner is authorized and deemed to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account, requests for future services, and any transaction from any other account owner. Each Multiple-Party account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment on items drawn on an account, transfer, or pledge to the Credit Union all or any part of the shares of any account without the consent of the other account owner(s) and the Credit Union shall have no duty in such event to notify any other account owner(s). The Credit Union reserves the right at any time to require written consent of all account owners for a change of ownership or termination of a Multiple-Party account. If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instruction from them, the Credit Union may: (1) suspend or terminate the account; (2) require an account owner to obtain a court order in order to take any action on a transaction; or (3) require that all account owners agree in writing to any transaction concerning the account.
- d. Multiple-Party Account Owner Liability.** If any item deposited in a Multiple-Party account is returned unpaid, an account is overdrawn, or if we do not receive final payment on any transaction, each of the Multiple-Party account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the Multiple-Party account regardless of who contributed the funds to the account.
- e. Minor Accounts.** A minor, person who has not reached the age of majority under Texas law, may open an account with us either as a Single-Party or Multiple-Party account. We reserve the right to require that the minor person's account be a Multiple-Party account with an owner who has reached the age of majority under Texas law who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts on such account. The non-minor owner must meet the membership requirements under the Credit Union's field of membership established in the Credit Union's Bylaws. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. By opening an account, the minor owner agrees that he/she is subject to the terms, responsibilities and liabilities of this Agreement. Unless a parent or guardian is an account owner, the parent or guardian shall not have any right to access the account. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or any account owner. The Credit Union shall not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.
- 4. Organizational Accounts.** If the member is a corporation, partnership, or other legal entity, every person affixing his/her signature to the Account Signature Card represents, warrants and agrees: (a) that he/she is fully authorized to execute the Account Signature Card and enter into this Agreement in the capacity therein stated; (b) that the organizational member has furnished the resolution, or other documents giving or evidencing such authority to execute the Account Signature Card and enter into this Agreement; and (c) that the member shall furnish to the Credit Union other resolutions, agreements, or documents as the Credit Union may request to evidence any association, organization, or other action relating to opening or maintenance of the Account and any changes therein. We will require that an organizational Account Signature Card be executed which will designate the persons permitted to transact business on the Account, including, but not limited to, the right to withdraw and the conditions required for withdrawal of funds from any account in the name of a legal entity such as an association or other organization. We will honor such authorization according to its terms until it is amended or terminated in writing by the governing body of the organization.
- 5. Term Share Accounts.** Any term share (referred to also as "Certificates") account allowed by state law (Time Account), whichever is offered by the Credit Union, is subject to the terms of this Agreement and the specific terms and disclosures set forth in the Truth-In-Savings Disclosure applicable to these accounts which is incorporated herein by reference. The Credit Union will not honor a pledge of a Term Share Account as collateral security to secure a loan in favor of another financial institution other than this Credit Union.

- 6. Uniform Transfers to Minors Account.** A Texas Uniform Transfers to Minors Account (TUTMA) is an individual account established by a member (qualified under the membership requirements under the Credit Union's field of membership) as a custodian and/or donor by depositing funds (or otherwise having funds deposited) as an irrevocable transfer to a minor. The minor to whom the transfer is made is the owner and beneficiary of the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor, and barring a court order otherwise, is the only Party entitled to make deposits to, withdrawals from, or close the account. The custodian of the account is under a legal duty to distribute the property in the account to the beneficiary when the beneficiary attains 21 years of age. The Credit Union has no duty to inquire into the use or purpose of any transaction by the custodian or to require distributions from the account. The Credit Union has no duty to (i) determine if the person designated or acting as custodian has been duly designated, (ii) determine if an act of the custodian is in accordance with or authorized by the Texas Uniform Transfers to Minors Act, (iii) question the validity or propriety of any instrument or any instructions executed or given by a person acting as a donor or custodian, or (iv) oversee the application by a custodian of money or other property paid or delivered to the custodian. In the event of the custodian's death, if a successor custodian is not otherwise designated in the Account Signature Card, the Credit Union may place an administrative hold on the account, until it receives instructions from any person authorized by law to withdraw funds or a court order authorizing such withdrawal.
- 7. Convenience Signer Designation.** You may authorize one or more PERSONS, each referred to as a convenience signer or a co-signer, to make transactions on your account. The co-signers have NO ownership interest in your account and no voting rights in the Credit Union. You may also designate a payable-on-death beneficiary on your account. If the co-signers are not also designated as a beneficiary on your account, upon the death of the last surviving account owner, the co-signers shall have NO right of survivorship in your account and ownership shall pass as a part of the last surviving account owner's estate under his or her Will or by intestacy or to the designated payable-on-death beneficiary of your account. If the Credit Union makes payment of sums on deposit in your account to a co-signer after the death of the last surviving account owner, and before the Credit Union has received written notice of that account owner's death, the Credit Union is completely released from liability for the payment. If an addition is made to your account by anyone other than a Party to the account, the additions and accruals to the additions are considered to have been made by a Party. All deposits to your account and additions and accruals to the deposits may be paid to a Party establishing the account or to a co-signer. The Credit Union has no duty to inquire about the use or purpose of any transaction made by a convenience signer on your account. The Credit Union is completely released from liability for a payment made from your account before it receives notice in writing signed by a Party not to make payment in accordance with the terms of the account. After receipt of such notice from a Party, the Credit Union may require a Party to approve any further payments from the account.
- 8. Estate Account.** At our option we may issue shares and accept deposits in the name of the estate of a deceased member being administered under applicable law. Any 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 Agreement and any other agreement governing any such account. You agree that we will have no fiduciary responsibility or obligation in connection with any such account beyond our obligations otherwise set forth in this Agreement or other applicable agreement, and you agree that we will not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds by the estate representative. If we are presented with Letters Testamentary or Letters of Administration valid on their face, you agree that we will have no further duty to (i) determine if the person appointed estate representative has qualified or continues to be qualified as estate representative, (ii) determine if an act of the estate representative is in accordance with or authorized by the Texas Probate Code or other applicable law, (iii) question the validity or propriety of any instrument or any instructions executed or given by a person acting as an estate representative, or (iv) oversee the administration by an estate representative of money or other property paid or delivered to him or her. You agree that we may rely upon 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 in writing 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 Probate 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 an estate until we receive renewed Letters or another order issuing out of a court of competent jurisdiction.
- 9. Special Account Instructions.**
- a. An agency designation is an instruction to the Credit Union that the account owner has authorized another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Credit Union voting rights. The Credit Union is under no obligation to honor any agency designation under power of attorney or other similar agency designation.
 - b. You may request that the Credit Union accommodate provisions from a trust, will, or a court-ordered arrangement. The Credit Union cannot and does not provide legal advice. Hence, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. You agree that if you request that the Credit Union open an account in the name of a trust, 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 the Credit Union from any liability for the sums paid. You agree that the Credit Union shall have no fiduciary responsibility or obligation in connection with any such account beyond our obligations set forth in this Agreement, and that the Credit Union shall serve solely as a depository for the trust funds. You and any Trustee agree to save, indemnify, defend, and hold the Credit Union harmless from any claim, demand, suit, or any 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.

- c. If you ask the Credit Union to follow any instructions that the Credit Union believes might expose it to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to indemnify the Credit Union or post a bond or provide other protection to the Credit Union. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by an applicable signed Change form and accepted by the Credit Union.

10. Relief Fund Account

- a. At our option we may issue shares and accept deposits in the name of a Member/Owner on whose behalf a Relief Fund has been established.
- b. Any Member/Owner on whose behalf a Relief Fund account is established and any Custodian authorized to sign on any such account (herein collectively referred to as "you") shall be subject to the Credit Union's Membership and Account Agreement and any other agreement governing any such account, all of which are incorporated herein by reference. A Relief Fund Account is owned by the Member/Owner, and the Custodian named is the sole Party entitled to access the account for the Member/Owner's benefit. You agree that we will have no fiduciary responsibility or obligation in connection with any such account beyond our obligations otherwise set forth in the agreements governing this account, and you agree that we will not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds by the Custodian.
- c. 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 applicable law, (c) question the validity or propriety of any instrument or any instructions executed or given by a person acting as Custodian, or (d) oversee the application by a Custodian of money or other property paid or delivered to the Custodian.
- d. You agree to save, indemnify, defend, and hold the Credit Union 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 Relief Fund account.

- 11. Death of Account Owner.** The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union is notified of owner's death. Once the Credit Union is notified of a member's or joint account owner's death, the Credit Union may pay drafts or honor other payments or transfer orders authorized by the deceased owner for a period of ten (10) days unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the drafts or other items. You agree the Credit Union can require that anyone who claims funds in your account after your death indemnify the Credit Union for any losses resulting from honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner. The share account of a deceased member (other than one held in joint tenancy with another member) may be continued until the close of the dividend period in which the administration of the deceased's estate is completed, but not to exceed a period of 4 years.

- 12. Dormant Accounts/Delivery of Property to State Comptroller.** If a deposit or withdrawal has not been made on any account and the Credit Union has had no other sufficient contact with you within three years or any other period specified by state law, the account will be presumed to be abandoned and classified as dormant. Funds in dormant accounts will be reported and delivered to the Texas Comptroller of Public Accounts in accordance with state law. Once funds have been turned over to the Comptroller, the Credit Union has no further liability to you for such funds and if you choose to reclaim such funds, you should file a claim with the Texas Comptroller of Public Accounts. If you choose to have the Credit Union assist you with your claim, there will be a TX Unclaimed Property Reclamation of Funds Fee (Refer to Fee Schedule for current fee.)

- 13. Deposit of Funds Requirement.** Any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars). We are not responsible for transactions initiated by mail or outside depository until we actually record them. If you make a bulk deposit in person and leave the deposit with us for later processing, we will not be responsible if the actual deposit does not reconcile with the deposit amount indicated on the deposit slip. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond its exercise of ordinary care. The Credit Union accepts deposits and issues receipts for these deposits subject to the subsequent verification of the deposit. If a deposit is made into your account and we subsequently determine that the amount of the deposit initially credited was incorrect, we may correct any such error and make corresponding adjustments to your Account in order to reflect the correction. The Credit Union will not be liable for the negligence of any correspondent or for loss, in transit, and each correspondent will only be liable for its own negligence. All transactions received after the "daily cut-off time" on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next business day that we are open. If this account earns dividends, we are prohibited by law from guaranteeing the payment of dividends or that dividends we do pay will be at the contracted rate. We must base our dividend payments to you upon the money we actually earn and that is available for distribution at the end of a dividend period. Unless otherwise agreed, you waive

any right to receive any original item after it is paid. The Credit Union reserves the right to send any item for collection. Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirement set forth in the Truth-In-Savings Disclosure. You agree to maintain a record identifying each item deposited.

- 14. Preauthorized Direct Deposits Transfers.** The Credit Union may offer direct deposit options allowing you to preauthorize deposits of payroll checks, Social Security or retirement checks, or other government checks, or preauthorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization form. If you have any concerns, please contact your payor for verification. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a filing of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.
- 15. Unstaffed Facility.** You agree that use of any unstaffed facility, including automated teller machines (ATMs), shall be at your sole risk, except where prohibited by law, and the Credit Union shall not be liable for any loss or damage sustained in the use of any unstaffed facility unless the loss or damage is caused by the Credit Union's gross negligence or deliberate malfeasance. Your deposits received at unstaffed facilities will be credited to your account on the day funds are removed and processed by the Credit Union.
- 16. Right to Refuse Deposit.** If you request that we accept a check for a deposit that has already been deposited at a financial institution but returned, we are under no obligation to accept that check for deposit. If we do, however, you agree to hold us harmless from any loss or liability, including consequential damages, attorney's fees, and expenses that may arise because of our acceptance of the item. The Credit Union, at any time, and in its discretion, may refuse any deposit, limit the amount which may be deposited, accept all or any part of any deposit for collection only, or return all or any part of any deposit.
- 17. Foreign Currency Items.** Your items drawn on an institution located outside the United States are handled on a collection basis only. Amounts will be credited to your account when we receive final payment.
- 18. Waiver of Notices Regarding Deposits.** You waive any and all notices of nonpayment, dishonor, demands for payment, presentation for payment, protests or notices of protest regarding any items purchased or received by the Credit Union for credit to your account or for collection.
- 19. Endorsements.** You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, any one or more owners on the account, whether or not they are endorsed by all payees. You authorize the Credit Union to supply missing endorsements of any owners if the Credit Union chooses to supply such endorsements. If an insurance, government or other check requires an endorsement as set forth on the back of the check, the Credit Union may require endorsement as set forth on the item. You agree that your endorsement of any check deposited at the Credit Union shall be placed in the designated space on the reverse side of the check between the top edge and 1-1/2 inches from the top edge. The Credit Union may accept checks with endorsements outside this space. However, your failure to endorse a check in the proper area or if any endorsement or any other markings you have made or any prior endorser has made on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error. In any case, the Credit Union shall not be liable for any losses or damages incurred as a result of the condition of the reverse side of the check where it was deposited or your failure to endorse a check in the proper area.
- 20. Account Access.**
 - a. Authorized Signature and Transaction Authority.** Unless otherwise clearly indicated to the contrary, any one of you who signs in the space designated for signatures on the Account Signature Card, including anyone signing in a representative capacity, may withdraw or transfer all or any part of the account balance at any time on forms approved by us. Each of you (until we receive written notice to the contrary) authorizes every other person signing on the Account Signature Card to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We will not be liable for refusing to honor any item or instruction of yours if we believe in good faith that the signature, instruction, provision or term on such item or the form itself is not genuine or is altered. You authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen on the signature card or that are filed separately with us, and contain the required number of signatures for this purpose even if it was made by an unauthorized person. You request and authorize the Credit Union to honor any and all such facsimile signatures without any obligation of the Credit Union to determine the source of any such signature to any item or documents. You assume the entire risk that such facsimile signature will be used improperly whether by an authorized or unauthorized person.
 - b. Access Options.** You may make withdrawals or transfers from your account in any manner which is permitted by the Credit Union (i.e., draft, automated teller machines (ATMs), ACH debit, in person, by mail, automatic transfer, telephone, or fax, as applicable). You must use the approved Credit Union vendor for printing drafts (checks) for your account. If the Credit Union accepts any draft that is not drawn on a form provided by the Credit Union or the

Credit Union approved vendor, you will be responsible for any loss incurred by the Credit Union for handling the draft. 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. The Credit Union may return as unpaid any draft that is not drawn on the form provided by the Credit Union and you agree that such nonpayment is not wrongful. You agree to complete checks using a non-gel black or dark blue ink that will transfer well during any imaging of the check, and we will not be liable for any resulting losses if you fail to follow this requirement. The Credit Union has the right to review and approve or disapprove any form of power of attorney and may restrict any withdrawals or transfers on your accounts. You agree that we may recover any attorneys' fees or costs expended in connection with satisfying ourselves as to the validity of a power of attorney or other similar agency designation.

- c. **ACH & Wire Transfers.** If provided by the Credit Union, you may initiate or receive credits or debits to your account via wire transfer or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the Credit Union will notify you of the credit or debit to your account by indicating the amount on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for an ACH transfer, we may reverse the provisional credit to your account or you will refund the amount to the Credit Union. If the payment instruction does not specify an account, the Credit Union may deposit the payment into any share account which you maintain with us. No dividends will be paid on wire transfer payments deposited into your account unless the account otherwise pays dividends. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number as the proper identification, even if it identifies a different party or institution. You may initiate a wire transfer any time during a Funds Transfer Business Day. A Funds Transfer Business Day is considered to be Monday-Friday (except legal holidays) from 9:00 a.m. to 3:30 p.m. Any amendment or cancellation of the wire transfer must be in writing and received by the Credit Union prior to the transmittal of the wire transfer. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association.

You are responsible for assisting the Credit Union's effort to protect your account from unauthorized access by third parties. You agree that we may verify the authenticity of payment orders using our security procedures in place at the time of any such order, which may include signature verification, requesting personal identifying documents or information, and/or calling you by phone. Except as otherwise limited by state or federal law, the Credit Union will hold you responsible for furnishing others with information that aids or enables them to access your account(s). You will also be held responsible for failing to notify the Credit Union in a timely manner no later than 30 days from the date of the statement on which the unauthorized transaction occurred of improper or unauthorized access to your account(s). To the extent permitted by law all costs, fees, and other liabilities that result from the Credit Union's inability to stop a payment or other transaction that was initiated (with or without your authorization) based upon account information you provided to a third party or due to your failure to timely notify the Credit Union of improper or unauthorized access to your account(s) are your responsibility. You are also responsible for reconciling your statement of account to confirm all transactions are accurate. In the event of any discrepancies, you must notify the Credit Union within a timely manner (not to exceed 30 days from the date of the statement). The Credit Union's liability shall be limited to the amount of the transaction and dividends on that amount based on the lowest dividend rate applicable at the time of the account affected by the erroneous transaction for the time period from the date of the error until corrective action is taken, or 30 days, whichever is less.

- d. **Sight Examination.** You agree that the Credit Union may disregard information on any check or other item other than the signature(s), amount of the item and any magnetic encoded information. You agree the Credit Union does not fail to exercise ordinary care in paying items solely because its procedures do not provide for sight examination of items.
- e. **Payment Authorization.** You authorize us to pay checks signed by you and charge the payments against the applicable account. In some circumstances, a person, merchant or other entity can convert your check and/or check information to an electronic fund transfer (EFT) and debit your account. The conversion of your check to an EFT is covered by this Agreement and our Electronic Funds Transfer Disclosures. You authorize us to honor the EFT and debit your account just as if the original check were presented for payment. The law permits us to pay items (such as checks or drafts) drawn on your account in any order. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. We will generally process the checks in check number order. If the 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 withdrawal orders or checks payable to the Credit Union and dishonor or refuse any item or withdrawal order for which there are insufficient funds available thereafter. ACH and Check Card debits are posted upon receipt.

21. Final Payment and Charge-Backs. All items, including both paper and electronic type transactions, credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of such items or ACH transfers or both and impose a return item charge on your account. If the Credit Union incurs any fee to collect any item, the Credit Union may charge such fee to your account. The Credit Union reserves the right to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to chargeback against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use. The Credit Union may debit the Account into overdraft on a charge-back situation, and not be liable for damages to you as a result thereof. Nothing in this Agreement shall be construed to require the Credit Union to debit the Account into overdraft or to create an arrangement for the extension of credit by means of overdrafts.

22. Account Rates and Fees. Each of you agrees for yourself (and the person you represent if you sign as a representative of another) to the terms of this Agreement and the fees outlined in the Fee Schedule that we impose. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not covered by this Agreement. Each of you also agrees to be jointly and individually liable for any account deficit resulting from charges or overdrafts, whether caused by you, an attorney-in-fact, or another authorized to withdraw from this account, and our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees. If you violate the terms of this Agreement you agree that at our option we may suspend your rights to standard services for all accounts except for your Membership Savings Account which will then be limited to deposits and withdrawals.

23. Transaction Limitations.

a. Withdrawal Restrictions. The fact that we may honor withdrawal requests which overdraw the finally collected account balance does not obligate us to do so, unless required by law. Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitations. We reserve the right to require you to notify us of your intention to withdraw funds from this account as explained in our Bylaws. Withdrawals from a term share account prior to maturity or prior to the expiration of any notice period may be restricted and may be subject to penalty. See your Truth-In-Savings Disclosure for penalties associated with these types of accounts and for early withdrawal.

The Credit Union may also refuse to allow a withdrawal in other cases including, but not limited to: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a writ of garnishment, writ of attachment, levy or other similar legal process or notice affecting the account is properly served on the Credit Union; the account to be drawn on already secures an obligation to the Credit Union; any required documentation has not been presented; you appear to lack the capacity to conduct a transaction or if you fail to repay a Credit Union loan on time. Refer to the Fee Schedule for fees imposed for garnishments and levies. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account, except a share draft account, of not less than seven (7) days in accordance with applicable law before such withdrawal.

Saturday services at some branch locations are limited to deposits, withdrawals, transfers between accounts with the Credit Union, loan payments and check cashing. Additionally, an account owner may be limited to withdraw amounts from an account not to exceed two thousand dollars (\$2,000.00) on weekends or at any time at the drive-up teller stations.

b. Transfer Limitations. For share savings and money market accounts, if applicable, you may make up to and including six (6) transfers and withdrawals from your account to another account of yours or to a third party during any calendar month by means of preauthorized, automatic, Internet, telephonic or audio response transfers or orders of instruction or by check, draft or similar order. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders including orders received through the ACH. There is no limit on the number of transfers you may make to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail, or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union and the Credit Union may impose a charge.

24. Overdraft and Overdraft Protection. We are under no obligation to pay any item, including checks, ACH, debit cards and other electronic transactions (i) the amount of which exceeds the available balance of the account (including the original membership deposit) upon which that item was drawn or (ii) which would exceed limitations imposed upon the applicable account under our policies or procedures or under applicable law, including Federal Reserve Board Regulation D. If any item is presented without sufficient funds (NSF) in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). In the event 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 your account upon which it is drawn, you agree to pay immediately the amount by which that

account is overdrawn together with any fees which we might assess unless the account is covered by the Account Overdraft Protection Agreement. You also authorize us to deduct any overdraft from your next deposit, which may include deposited paper or electronic benefit payments such as Social Security and Supplemental Security Income, to withhold or to transfer funds from any other account to which you are a Party in amounts sufficient to cover any overdraft, or to use any other collection remedy available to us at law. In the event you issue a check or take any other action which would result in the account becoming overdrawn, and if you executed an Account Overdraft Protection Agreement, such check or action taken shall be deemed to be a request by you to us to transfer available funds from your Membership Savings Account, or any other account(s) you may designate, in \$50 increments as set forth in the Account Overdraft Protection Agreement, to pay such check, draft or other debit item, or otherwise remedy the overdraft, together with any service charge we may impose. We will use our best efforts to transfer funds to your checking account from your savings account(s) in the manner in which you have directed in the Account Overdraft Protection Agreement. If there are sufficient funds in your savings account, or other designated account, below the \$50 increment but still sufficient to pay the check, draft, or other debit item and any fee, we will do our best to transfer the funds to your checking account. A fee may be charged for overdraft protection transfers as set forth in the Fee Schedule. While there is a charge for automatically moving funds from a share account or an overdraft line of credit, there is no charge if you move funds yourself to cover an overdraft either in person, via AUDI (Audio Response System) or thru the internet. No more than 6 transfers (as defined in Section 23.b of this Agreement) will be permitted in any calendar month. If you overdraw your account requiring overdraft protection transfer and you have already utilized 6 transfers for the calendar month (as defined in Section 23.b of this Agreement), we may pay the item (creating an overdraft) or return the item (NSF), and a charge will be made to your account in such amounts as we may establish from time to time in the Fee Schedule. This fee is imposed for any overdraft created by checks, ACH, debit cards, or by other electronic means. Additionally, more than one overdraft fee may be charged against the account per day, depending on the number of checks presented on, and other withdrawals made from the account. While we reserve the right to pay or not pay any item presented without sufficient funds, you may request that we do not pay such items. In that case, we will return any item presented without sufficient funds (NSF). If you prefer that we not pay such items, you must contact us by calling us at (512) 302-6800 or (800) 252-8148 or writing us at PO Box 14867, Austin TX 78761 and informing us that you do not want us to pay any items presented without sufficient funds. If you do not notify us, we retain the right, in our discretion, to pay or not pay any item presented without sufficient funds. We will not honor overdrafts of any type from an ATM or teller workstation. Each Party to any of your accounts will be jointly and severally liable for overdrafts caused by any other Party or Parties to such account. In the event that the Credit Union reasonably believes that your use of your account or accounts is abusive due to excessive checks drawn on insufficient funds, excessive activity, or otherwise, your account may be closed.

Debit Card Overdraft Consent

If a one-time debit card transaction is presented without sufficient funds in your account to cover the transaction, we will not pay the transaction unless you authorize us to do so. If you do authorize us, then we may pay the one-time debit card transaction presented without sufficient funds in your account, which will create an overdraft and you will be charged a fee. If you do not authorize us, we will return all one-time debit card transactions that are presented without sufficient funds in your account NSF. You may reinstate or revoke your authorization to have us pay one-time debit card transactions at any time by calling us at (512) 302-6800 or (800) 252-8148 or writing us at PO Box 14867, Austin TX 78761 and informing us of your decision. Your decision does not guarantee that we will always pay your debit card transactions when there are insufficient funds in your account to cover the transaction. We retain the right to pay or not pay any items at our discretion when there is not enough money in your account to cover the transaction according to our standard overdraft practices.

Understanding Your Available balance

Your "available balance" is the balance in your account after deducting (1) deposits that are not yet available for withdrawal under our Funds Availability Policy, (2) debit card or other transactions that we are legally obligated to pay or have already paid, (3) other pending transactions such as ACH transactions, and (4) any holds on your account, such as holds on funds to comply with court orders or other legal requirements.

The available balance in your account is used to determine if there are sufficient funds to pay any items, including checks, ACH, debit cards and other electronic transactions. As defined above, the available account balance may contain preauthorized holds for pending transactions, such as debit card purchases. In some cases, the preauthorized hold amount placed on your account may be greater than the actual purchase amount. It is important to understand how the credit union uses your available balance, which may include preauthorized holds for pending transactions, when deciding to pay items that may cause your account to be overdrawn. In order to better manage your account and avoid overdrafts, preauthorized holds and pending transactions are noted when accessing your transaction history with online banking. You can conveniently access your current available account balance anytime online, by phone, or at any of the credit unions ATMs.

- 25. Postdated and Staledated Checks.** You authorize us to accept and pay any check without regard to the date of the check even if the check is presented for payment before its date, unless you notify the Credit Union of the postdating. Your notice will be effective only if the Credit Union receives the notice in time for the Credit Union to notify its employees and reasonably act upon the notice and you accurately describe the check, including the number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give the Credit Union an incorrect, incomplete, or untimely notice, the Credit Union will not be

responsible for paying the check before the date stated and the Credit Union may charge your account as of the date the Credit Union pays the check. An oral notice of postdating will only be binding for fourteen (14) days unless renewed in writing during that time. A written notice will be effective for six (6) months. Any notice to stop payment on a postdated check or a notice to stop payment will incur a charge which is set forth in the Fee Schedule. A written notice may be renewed in writing from time to time. You also agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check or draft drawn on your account which is presented more than six (6) months after its date.

26. Stop Payment Orders.

- a. Request.** You may stop payment of items drawn on your accounts. You agree to hold us harmless from any claim, loss, damage, or expense which we may suffer or incur, including attorney's fees, by virtue of our refusing payment of any item on which you have stopped payment, as well as for payment of any item after your stop payment order has expired. You may request a stop payment in writing, via A+Online (formerly Member Connect Web), AUDI (Audio Response), or orally. A stop payment order, a renewal of any such order, or a revocation of any such order shall not be effective until we have received it and had a reasonable opportunity to act on it. Due to limitations of our computer systems, items subject to stop payment orders cannot be intercepted unless 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, we will not be responsible if we are unable to stop payment. Any stop payment order or renewal will incur a charge which is set forth in the common fees listed in the Fee Schedule.
- b. Duration of Stop Payment.** A stop payment order will be effective for six months and may be renewed upon a request made in writing to us. Oral stop payment orders will only be binding for fourteen (14) days unless renewed in writing during that time.
- c. Liability.** You agree that we 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 is an account owner or is otherwise authorized to transact business relating to the account. You agree that we 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 inadvertently paid over a valid stop payment order, you agree that we are not required to recredit your account until, in our discretion; you prove to us that you have suffered a loss, and you establish the amount of the loss. You agree that we will never be liable for more than your actual loss and that we will not be liable for any consequential damages. If we do recredit your account after paying an item over a valid stop payment order, you will take whatever action we deem 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.
- d. Other items.** For information concerning your right to stop payment of preauthorized electronic fund transfers, please refer to the Electronic Fund Transfers Agreement that accompanies this Agreement. You acknowledge and agree that you may not stop payment of cashier's checks, certified checks, or Credit Union official checks issued by us at your request. In addition, you may not stop payment of transactions initiated through the use of an ATM card or similar device used at an ATM or point-of-sale terminal.

27. Compliance with Law. You will not use your account to conduct transactions relating to unlawful internet gambling or any other illegal activity. We may refuse any gambling transaction, whether lawful or not.

28. Credit Union Liability. If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if: (a) through no fault of the Credit Union, your account does not bear sufficient funds to make the transaction; (b) circumstances beyond the Credit Union's control prevents the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; or (d) the money in your account is subject to legal process or other claim. The Credit Union will not be liable for consequential damages. The Credit Union's actions will constitute the exercise of ordinary care if such actions or nonactions are consistent with applicable state law, Federal Reserve Board regulations and operating letters, clearinghouse rules, and general banking practices followed in the area served by the Credit Union. You grant the Credit Union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations made by you or Credit Union employees and any written form will be resolved by reference to this Agreement and the applicable written form.

29. Statutory Lien. If you fail to satisfy any outstanding financial obligation with us, federal law gives us the right to apply the balance of shares and dividends in your Account(s) at the time of nonpayment, including direct deposits of Social Security and other government benefits, to satisfy that obligation. We may exercise this right at the time of nonpayment without further notice to you.

30. Contractual Lien. In addition to any lien we have as a matter of law, you grant us a contractual lien on all shares and dividends, including direct deposits of Social Security and other government benefits, in any account in which you have an interest to the extent of any loans made to you and any other obligation of yours which you owe to us, 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 security interest in any share or deposits in an IRA, SEP, Keogh or any other account, which, if pledged, would result in the loss of special tax treatment under the Internal Revenue Code. You agree that, if any such account is a Joint or Multiple-Party Account, the entire amount in such account shall be subject to our lien and shall secure the indebtedness of each Party to the account owing to us. You agree that we may exercise our lien and

apply the entire amount in any such account against the indebtedness of any Party to the account, and without notice. You agree to hold us harmless from, and to pay any expenses and costs, including attorney's fees, which we may incur in enforcing our right to exercise our lien against the indebtedness of any one or more Parties and you agree that we will not be liable for dishonoring checks or other items where the exercise of our lien or any right of offset which may exist results in there being insufficient funds in the account to honor such items. If we elect 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 which you may owe to us whether as a borrower, co-maker, guarantor or otherwise. You agree that, with regard to any indebtedness owing to us secured by your principal residence, our lien shall not be construed so as to diminish or forfeit any lien or indebtedness secured by such residence, nor permit the modification of any claim we may have under 11 U.S.C. §1322(b)(2), and to the extent that this lien may be or is so construed, it is hereby waived and shall be void.

31. Dispute Resolution. If we suspect that fraudulent misconduct is or has taken place with respect to any account, or if we are notified that a Party to an account has died or is incompetent to manage his or her affairs, or if we have 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, or if there are competing claims to funds on deposit, or if we are in doubt concerning the validity of a power of attorney or other similar agency designation or concerning the respective interests of any parties to an account, we may restrict withdrawals from the account until we are 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, by an opinion of counsel to the Credit Union, 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, further, that we may recover any attorneys' fees or costs expended in connection with the foregoing, which fees will be payable out of the account made the subject of any such doubt, dispute, misconduct or probate proceeding.

32. Credit Reports.

a. Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report in connection with your account.

b. **We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.**

33. Account Information. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (1) it is necessary to complete the transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure is in compliance with the law, government agencies or court orders; (4) you give us your written permission.

34. Notices.

a. **Name or Address Changes.** You shall provide the Credit Union with your current address where you reside and your current mailing address if it is different than your residence address. It is your responsibility to notify us immediately upon a change of your address or change of your name. The Credit Union is only required to attempt to communicate with you at the most recent mailing address you have provided to the Credit Union. The Credit Union may require a notice of change in address or any other notice be provided in writing. If the Credit Union attempts to locate you, the Credit Union may impose a service fee which if imposed, would be set forth in the Fee Schedule.

b. **Effect of Notice.** Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any one account owner is considered notice to all owners of the account.

35. Amendments and Termination. We may change our Bylaws and any term of this Agreement at any time. Rules governing changes in dividend rates have been provided separately. For other changes we will give you reasonable notice in writing or by notice in the regular membership newsletter or by any other method permitted by law. We reserve the right to close this account if your membership in this Credit Union terminates. You agree to keep us informed about your current address at all times. Notice from us to any member or owner of a multiple owner account is notice to all of you.

36. Withdrawal of Services. In the event that any Credit Union member causes a loss to the Credit Union, or makes known his or her intention to cause a loss to the Credit Union, whether by way of loan default, account overdraft, or otherwise, it is the policy of the Credit Union to withdraw member services otherwise extended to that member including but not limited to the right to maintain accounts at the Credit Union (excepting a Membership Savings Account). Additionally, the Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the funds in the account; (4) any share drafts are lost or stolen; (5) if there are excessive returned unpaid items not covered by an overdraft protection plan; (6) if there has been any misrepresentation or any other abuse of any of your accounts; or (7) if the Credit Union reasonably deems it necessary to prevent a loss to the Credit Union. You may terminate any Single-Party account at any time by notifying the Credit Union in writing. The Credit Union reserves the right to require the consent of all Multiple-Party account owners for termination of a Multiple-Party account. The Credit Union is not responsible for payment of any draft, withdrawal, or other item after your account is

terminated; however, if the Credit Union pays an item after termination, you agree to reimburse the Credit Union for the payment.

37. Taxpayer Identification Numbers and Backup Withholding. If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay to the Internal Revenue Service a required percentage of payments of dividends and certain other payments under certain conditions. You agree to provide the taxpayer identification numbers required for the account and shall certify that the numbers provided are correct. Your failure to furnish a correct taxpayer identification number or meet other applicable requirements may result in backup withholding. If you fail to provide your tax identification number, the Credit Union may suspend the opening of your account.

38. Statements.

a. Contents. If the Credit Union provides a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a Multiple-Party account. For checking accounts, you understand and agree that, when paid, your original check becomes property of the Credit Union and will not be returned to you, but copies may be retained by the Credit Union and made available upon your request at fees outlined in the Fee Schedule for common fees. Should a person, merchant or other entity convert your check to an EFT, you will have to contact that person, merchant or entity about obtaining a copy of your check. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that cancelled checks or copies thereof are made available to you on the date the statement is mailed to you, even if they do not accompany the statement.

b. Examination. You agree to carefully examine all periodic statements of your account and report any errors, forgeries, unauthorized signatures, or alterations to the Credit Union. If you do not notify us of any error, forgery, unauthorized signature, or alteration within a reasonable time (not to exceed 40 days) after the date we send to you your statement: (1) you cannot assert the unauthorized signature or alteration against us, even if we are unable to show a loss due to your failure, and (2) you cannot assert any unauthorized signatures or alterations by the same wrongdoer on items paid by us after the reasonable time mentioned above elapses, but before we receive your notice. We lose these protections if we fail to exercise ordinary care in paying an item with an unauthorized signature or alteration, unless you do not notify us of the problem within 40 days of when we send to you the statement. You must report any other problem (e.g., erroneous statement, missing signature, unauthorized endorsement, etc.) within this 40-day period or lose your right to assert the problem against us. You agree that no legal action may or will be instituted by you against us seeking the recovery of any alleged loss as a result of the payment of a forged, unauthorized, or altered item, or as a result of any missing or diverted deposit, or due to any other error or discrepancy unless you have provided us with such 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 the Electronic Fund Transfers Agreement and Disclosure to determine your rights and obligations in the event of unauthorized electronic fund transfers or other errors in connection with such transfers.

c. Notice to Credit Union. You agree that the Credit Union's retention of cancelled checks and other items does not alter or waive your responsibility to examine your statements or the time limit in subparagraph b. of the statements section above for notifying the Credit Union of any errors, unauthorized withdrawals or transfers, forgeries, unauthorized signatures, or alterations. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charged to your account unless you notify the Credit Union in writing within the above time limit for notifying the Credit Union of any errors.

39. Severability. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, it shall not render any other provision of this Agreement unenforceable or invalid and it is the intention of the parties that the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

40. Headings. All headings are intended for reference only and are not to be construed as part of the Agreement.

41. Enforcement. You agree to hold the Credit Union harmless for all expenses and costs, including attorneys' fees and court costs, incurred by the Credit Union in enforcing this Agreement. You agree to be liable to the Credit Union for any loss, cost or expense that the Credit Union incurs as a result of your failure to follow this Agreement. You authorize the Credit Union to deduct any such loss, costs, or expenses from your account without prior notice to you. In the event the Credit Union brings a legal action to enforce the Agreement or collect any amount due under this Agreement, the Credit Union shall be entitled, subject to applicable law, to payment of its reasonable attorneys' fees and costs, in cases, including, but not limited to, any trial on the merits, appeal, bankruptcy or insolvency proceedings, and any post-judgment collection actions.

42. Place of Performance and Venue. The obligations of each of the parties to this Agreement shall be performed at Austin, Travis County, Texas and the parties agree to apply to the Courts of Travis County, Texas for any legal action regarding this Agreement.

43. Applicable Law. This Agreement shall be governed by the Bylaws of the Credit Union, the laws and regulations of the United States of America, the laws, including principles of contract law, and regulations of the State of Texas, and local clearinghouse association rules as amended from time to time.

(Revised July 01, 2016)