



CITY CREDIT UNION
7474 FERGUSON RD
DALLAS, TX 75228

BUSINESS ACCOUNT AGREEMENT

In this agreement the words “you,” “your,” “party,” “Authorized Signer,” and “Account Owner” mean any person or entity who signs a Membership Services Application, or any other application in connection with the opening of any account with City Credit Union, any such person or entity who maintains an account with us, or any other person or entity authorized to use or having access to any such account. The words “we,” “us,” “our” and “Credit Union” mean City Credit Union.

TRUTH-IN-SAVINGS DISCLOSURES

Truth-in-Savings Account Disclosures that apply to each of your Business 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 Business Account Agreement.

In this agreement and in your Truth-in-Savings Rate, Fee, and Account Disclosures, the term “Business Savings Account” may be used to describe your Business Share Accounts with us, and the term “Business Checking Account” may be used to describe your Business Share Draft/Checking Accounts with us.

ACCOUNT OWNERSHIP

The term “Business Account” means any account maintained or opened by, or in the name of, any corporation, partnership, sole proprietorship, unincorporated association or club, limited liability company, or, other organization. The term “Account Owner” refers to the entity named as the Account Owner on any Membership Services Application or other account authorization (“Application”) executed in connection with opening, maintenance, or modification of any Business Accounts with us.

TERMS AND CONDITIONS

By opening or maintaining any Business Account with us, you agree that the following terms and conditions shall apply to and govern any such account in addition to the other provisions of this Agreement:

1. You expressly represent and agree that (a) the Account Owner named on any application is duly organized, validly existing, and in good standing under the laws of the state where organized and has filed Articles of Incorporation, Certificates of Limited Partnership or Assumed named Certificates, or other documentation in a manner sufficient to ensure that no other person or entity shall conduct business under the same name or any name deceptively similar to that of the Account Owner, (b) the Account Owner has taken all action necessary to establish the Credit Union deposit accounts, that all Applications, resolutions, certificates, and any other documentation provided to us are accurate and complete, the Account Owner will ensure that all documentation provided to us remains valid and accurate, the Account Owner will update us at least annually of any changes to the information provided on the Application and changes to any other documentation provided, and that we may rely on all information and documentation provided, including any Assumed Name Certificate notwithstanding its expiration, (c) pursuant to Section §36.13 of the Texas Business & Commerce Code, Assumed Name Certificates have an effective term not to exceed 10 years. At the end of the term, the certificate will become null and of no effect, unless within six months prior to its expiration a renewal Certificate is filed with the proper authorities, (d) each officer, partner, agent, representative, or, other party who signs on any application as an authorized signer is qualified and authorized to sign in the capacity represented and is empowered to so act on behalf of the Account Owner named, and (e) the Account Owner named on any application is either presently a member of the Credit Union or is eligible to apply for membership in keeping with the membership requirements set forth below. You agree to notify us in advance of any changes to the Account Owner’s business structure.
2. Any of the Authorized Signers on any application shall be authorized to (a) transact business on behalf of the Account Owner’s account(s), (b) deposit and withdraw any of the funds of the Account Owner in any such account(s), (c) close any Account of the Account Owner, (d) sign for and receive the statements and records of the Account Owner with respect to any such account(s), (e) stop payment against checks, and other payment orders, (f) make withdrawals or transfers from any such account for the purpose of purchasing Certificates of Deposit in the name of the Account Owner and to redeem any such Certificate of Deposit in the name of the Account Owner, and (g) to make any other agreements and stipulations with us with respect to such account(s) and to bind the Account Owner thereto.
3. The endorsement of the Account Owner of items for deposit may be written or stamped without designation of the party making the endorsement.
4. We are authorized to honor any and all withdrawals of the Account Owner’s funds by any one of the authorized signers, and we need make no inquiry concerning such action. We do not accept Business Accounts that require more than one signature for withdrawal. If you designate on your application, checks, or any other Business Account documentation that multiple signatures are required for withdrawal, you represent that any such designation is for your own internal purposes only and you agree that it is not binding on us.
5. We will not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds by any of the Authorized Signers. The Account Owner and all of the Authorized Signers, jointly and individually, agree to indemnify and hold us harmless from any claims, demands, expenses, losses, or damages resulting from, or directly or indirectly related to, any activity of such parties with regard to any Business Account maintained with us.
6. The Account Owner and the Authorized Signers agree to execute or provide such additional documentation as we may require or deem appropriate in connection with the opening and maintaining of any Business Account.
7. The Account Owner and all Authorized Signers authorize us to recognize the facsimile signature(s) appearing on any Application and to charge the Account Owner for all checks, withdrawals, or similar orders drawn on the Business Accounts maintained by the Account Owner. We will be so authorized so long as any facsimile signature reasonably resembles the facsimile signature appearing on any Application.
8. We may adopt policies from time to time under which we may issue ATM Cards, debit or check cards, PINs or security codes in connection with Internet Home Banking, or other electronic access devices (collectively, “access device”) to persons designated by the Account Owner, at the Account Owner’s request. You acknowledge and agree that the issuance of an access device in connection with a Business Account affords ready access to the account by the

person or persons authorized by the Account Owner, as well as other persons who are provided access to the access device or who otherwise obtain the access device whether by way of negligence, theft, collusion, or otherwise. As a result, you acknowledge and agree that the Account Owner and the persons authorized by the Account Owner to receive an access device are solely responsible for their use and that we will not be liable for any loss resulting from the unauthorized use of the access device unless otherwise provided in any disclosures or agreements you may receive.

9. In order to add or delete authorized signers from any Business Account, (a) the Account Owner may close the Business Account and open a new Business Account through the execution of a new Application or (b) the Account Owner may modify the Business Account to provide for any such addition or deletion by completing a new Membership Services Application or such other form as we may require, bearing the signatures of all persons who thereafter are authorized to sign on behalf of the Account Owner. The Credit Union reserves the right to require that a new account be opened when adding or deleting Authorized Signers on any Business Account. Whether by way of account closure or modification, we may require the presentment of a new certificate of corporate resolution or a new certification and authorization in the case of a sole proprietorship, partnership, association, or other business entity, specifying the action to be taken and setting forth those individuals who thereafter will be authorized to transact business on behalf of the Account Owner. You acknowledge and agree that, if the Account Owner elects to add or delete Authorized Signers by way of an account modification rather than by closing the account(s), we may not be able to verify effectively whether any check presented is signed by an authorized signer, and you agree that we are not required to examine any such instruments presented. In the event of an account modification, you agree that the Account Owner is solely responsible for denying any deleted signer access to the Business Account and that we will not be liable for the payment of checks or orders signed or made by any deleted signer.
10. Business Accounts are subject to the rates and fees set forth periodically in our Truth-in-Savings Rate, Fee and Account Disclosures, which are incorporated herein. You acknowledge and agree that the Truth-in-Savings Rate, Fee and Account Disclosures are made for the benefit of, and are applicable only to, natural person members of the credit union who hold an account primarily for personal, family, or household purposes. To the extent that those disclosures are also accurate with respect to Business Accounts, they are provided for informational purposes only without any corresponding intent to extend coverage of the Truth-in-Savings Act and its implementing regulations of Business Accounts. The following Truth-in-Savings Disclosures, generally, are accurate with respect to Business Accounts: (a) Dividend and Interest Rates and APYs, (b) Rate Information, (c) Minimum Balance Requirements, (d) Bylaw Requirements, (e) Transaction Limitations, (f) Par Value of Shares, (g) Nature of Dividends, and (h) the National Credit Union Share Insurance Fund (NCUSIF).

CHECKS AND WITHDRAWALS

1. **Payment Authorization:** You authorize us 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 transfer well 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 request 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, you agree that we will not be liable for wrongful dishonor. In 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. In making distributions upon the death or disability of any party, you agree that we may rely upon the form of the account at the time of any such death or disability. We also may process all other checks and transactions in any order we choose and we may change the order in which we process checks and transactions at any time without notice to you. To avoid fees, you should ensure that your account contains sufficient available funds at all times to pay each of your transactions. If making distributions upon death of any party, you agree that we may rely upon the form of the account at the time of any such death or disability.
2. **Stale Items:** We are under no obligation 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 funds in your account(s) at all times sufficient to pay any withdrawal order (whether oral, written, or otherwise) or item presented for payment against the applicable account. We are under no obligation to pay any 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 balance in the account upon which it is drawn, or if any item deposited to your account is subsequently returned and charged back to your account creating an overdraft, you agree to pay us immediately the amount by which that account is overdrawn together with any fees that we might assess.

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

If your account remains overdrawn for more than 10 days, you authorize us to add any overdrawn balance to your City Credit Union Line of Credit; Open End Credit Plan; 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 electronic debit entry would create an overdraft in your account, you agree that the terms and conditions set forth in this Agreement governing overdraft and overdraft protection shall apply. You agree that the Credit Union shall be authorized to recognize the signatures, of all Authorized Signers, set forth on any ACH Agreement or authorization form signed in connection with your account(s), in making ACH debit entries from and credit entries to your account(s), and in the payment of funds or the transaction of any business for your account(s).

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 to us to transfer available funds from your Business Savings Account or other designated account we permit, or to make an advance under your Overdraft Line of Credit with us, in increments that we deem sufficient to pay such check or otherwise remedy the overdraft, together with any service charge we may impose. We will use our best effort to transfer funds to your Business Checking Account from your Business Savings 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 the Fee Schedule. 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 we may establish from time to time. The Account Owner and each party to any of your Accounts individually 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 Business Savings Account or Money Market Account to another Credit Union account of yours or to a third party by means of a pre-authorized or automatic transfer or telephonic (including data transmission) agreement, order, or instruction. Overdraft protection transfers from your Business 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 and other payment orders are subject to return and/or insufficient funds charges. You are responsible for monitoring your account(s) to insure sufficient funds are available in your Business Checking Account to pay your checks and withdrawals and avoid excessive automatic transfer activity.**

In the event that the Credit Union reasonably believes that use of your account(s) is abusive due to excessive checks drawn on non-sufficient funds, excessive activity, or otherwise, your account may be closed.

5. **Courtesy Pay:** We offer our Courtesy Pay program to all Account Owners in good standing with Business Checking Accounts. We may, at the Credit Union's sole discretion, pay Account Owners reasonable overdrafts by check, in-person withdrawal, or other electronic means as a non-contractual courtesy. We may refuse to pay an overdraft at anytime, even though we may have paid previous overdrafts.

Whether we pay or return a Non-Sufficient Funds item, a per-item fee will be imposed for covering overdrafts by check, in-person, or other electronic means to your account as a Non-Sufficient Funds or Courtesy Pay charge, as set forth in the Credit Union's Rate and Fee Schedule. There is not an additional fee for the payment, in lieu of return.

This is a discretionary service, subject to policies and procedures established by the Board of Directors of the City Credit Union and terms and conditions acceptable and appropriate under current laws and regulations. It is not an obligation of the Credit Union to provide this service. We may refuse to provide the courtesy on any account that you have authorized, you agree that your Account, in no event shall remain overdrawn for a period to exceed more than 30 days. Your account may be subject to closure and collection at that time. It is the policy of City Credit Union to permit any member to "Opt in" our Courtesy Pay program at any time per their request. You may do so by visiting a branch or calling us at (214) 515-0100 or (888) 324-2328.

6. **Checks:** You acknowledge that we employ an automatic 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 will be made available to you upon your request, subject to any fee disclosed on the Fee Schedule. You agree that your duty to examine statements promptly and your obligation to notify us promptly in the event of any error is not waived or diminished in any respect by our retention of checks drawn on your account.

7. **Signatures:** You authorize us to recognize any of the signatures set forth on the application in the payment of funds or the transaction of any business for your accounts. You authorize us to pay a check presented for payment even though the signature or signatures thereon do not correspond exactly with the signatures set forth on the application. We are not obligated to honor a check unless the signature or signatures do correspond exactly with the signatures on the application. We may recognize facsimile signatures, signatures imprinted by mechanical devices, or any authentication method, including orders to pay received electronically or telephonically. You agree that we may act upon and rely upon any 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 we may implement from time to time. You agree that we may maintain electronic copies of account records 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.

8. **Postdated, Incomplete and Conditional Items:** You agree to hold us harmless from any and all loss and liability that we may incur due to our inadvertent payment of incomplete or postdated items, items indorsed "without recourse," or conditional items. You agree that we will not have any duty to discover or comply with postdated, incomplete, or conditional items. You agree that we may disregard any information on any check or draft other than the amount of the item, the identity of the drawee bank, and 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 we 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, we 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.

9. **Wire Transfers, Automated Clearing House (ACH), and other Payment Order Transactions:**

- a) **Governing Regulations:** If you send or receive a wire transfer, Fedwire may be used. Federal Reserve Board Regulation J is the law that governs 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, we are 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 we credit your account for an ACH entry or a wire transfer, the credit is provisional until we receive final settlement for the payment order. If we do not receive final settlement, or if we credit your account by mistake, we are entitled to a refund of the amount credited and you agree that, at our option, we may reverse the credit or require that you reimburse us by way of direct payment.
- d) **Identifying Account Numbers:** You agree that we can rely upon any identifying account number given to us in connection with any ACH or wire transfer, even if the number identifies a person different than the named beneficiary or a financial institution different from the named financial institution. You agree that neither we nor any other institution involved in the transaction has duty to determine whether the number given matches the intended beneficiary or the named financial institution.

- e) **Our Liability Interest Payable:** We may be responsible for your direct expenses if we fail to exercise ordinary care in carrying out your instructions in connection with a wire transfer transaction. In no event, however will we be liable for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind. We are 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 we pay on the account to or from which the funds transfer should have occurred.
 - f) **Security Procedures:** You agree that we may verify the authenticity of payment orders using our security procedures in place at the time of any such order, which may include 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.
 - g) **Cutoff Times:** We reserve the right to require receipt of notice at least three business days in advance in order to cancel or amend an ACH payment order. If we do accept a request to cancel or amend an ACH payment order in fewer than three business days, however, we must receive the request no later than 2:30 p.m. on the day the entry is scheduled to post to your Account, and have a reasonable time to act on the request, or we will not be responsible. Transfers, payment orders, and communications canceling or amending payment orders received after 2:30 p.m. 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:** We are not liable for a failure to execute a payment order according to your instructions if an interruption in communication facilities or some other circumstance beyond our control such as fire or flood prevents the transfer, despite reasonable precautions we have taken.
 - i) **General:** you agree that only our forms, methods, and procedures may be utilized. You also agree that in the event of an error, we may correct any such error without prior approval by you. Any authorization you make to initiate paperless debit or credit entries will remain in effect until we receive written notice from you that your authorization has been revoked in a manner and in time to provide us with a reasonable opportunity to act on it.
10. **Stop Payment:** You may stop payment of items drawn on your accounts. You agree to hold us 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. A stop payment order, a renewal of an order, or a revocation of any such order shall not be effective unless delivered to us 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, we 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. on the next banking day after the banking day on which we received the item. Due to computer systems constraints, we 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, we 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 the Fee Schedule. 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 has signed the application 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 paid over a valid stop payment order due to our failure to exercise ordinary care, we may be liable to you for any loss you suffer as a result of the inadvertent payment. You agree, however, that it will be your responsibility to establish any such 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 credit your account after paying an item over a valid stop payment order, you agree to take whatever action we deem necessary to transfer to us all of your rights against the payee or any other person. For information concerning your right to stop payment of preauthorized electronic funds transfers, please refer to your Electronic Funds Transfer Agreement and Disclosures.

In the event that you instruct us 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 we deem that action necessary to ensure that your stop payment order will be effective. For more information concerning your right to stop payment of pre-authorized electronic fund transfers, please refer to your Electronic Funds Transfer Disclosures.

You may not stop payment of official or teller's checks or Credit Union checks issued by us at your request. In the event that you request that we stop payment of any teller's, official, or Credit Union check, we shall be under no obligation to do so. However, if we do 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 we choose to honor your request.

11. **Credit Union Liability:** Except for losses caused by our failure to exercise ordinary care or our failure to act in good faith, you agree that we 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. Subject to applicable law, you agree that we will never be liable for any special or consequential damages arising out of or related to our obligations under this Agreement.

DEPOSIT OF ITEMS

1. **Handling of Items:** We act 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. We 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 depository or facility by our personnel. We 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. We have the right to endorse all checks payable to you for deposit into your account. We 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. We 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 the Credit Union is subsequently returned based upon a breach or alleged breach of any transfer warranty, presentment warranty, or otherwise, we may charge back the amount of any such item to your account at any time without notice. You agree that we 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 we are charged a fee by any other institution in connection with any of your accounts, the 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. The Credit Union reserves the right to refuse a check that does not appear to be properly endorsed.

Federal Reserve Board Regulation CC 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 or draft. 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 demand draft in the area reserved for other endorsements as prescribed in Federal Reserve Board Regulation CC including Appendix D. You agree to hold us harmless from any loss or liability, including consequential damages, attorney's fees and expenses arising in connection with your failure to adhere to our 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. The Credit Union 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 we accept a substitute check or a check for a deposit that has already been deposited at a financial institution but returned, we are under no obligation to accept any such 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 retains the right to send any item for collection. In addition to fees assessed by other institutions, City Credit Union may charge a fee for this service. 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. 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, or close the account subject to applicable regulations.

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, we 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 Account Owner(s) and the Authorized Signers of the account in which it was deposited. You acknowledge and agree that the Credit Union will deduct the funds from any account of the Account Owner or the Authorized Signers. The Credit Union is not responsible for the collection of the funds from the third party. The Credit Union 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 on the Truth-in-Savings Disclosures and Rate and Fee Schedule.
6. **Night Depository:** If you make a deposit into one of our Night Depositories after 9:00 AM on any Business Day, your deposit will be considered received on the following Business Day (Saturday, Sunday and most Federal Holidays are not Business Days). Funds may be available the same Business Day when deposits are made on any Business Day before 8:00 AM. Your deposit may not be available for immediate withdrawal. If a delay is necessary, we will notify you.
7. **Third Party Service Providers:** Business Account Owners may have the option to utilize certain third party service providers for additional merchant services related to your Business Account. Account Owners must adhere to the terms set forth in a separate agreement specific to each service (Point of Sale equipment, Internet Services and ACH Services, etc.).

GENERAL PROVISIONS

1. **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, the Credit Union is required to withhold payment, in part, of dividends or interest owing to you in amounts determined by the IRS and to pay the interest or dividends withheld to the IRS.
2. **Illegal Transactions:** We are prohibited from processing illegal transactions, through your Accounts or our relationship with you, including unlawful Internet gambling transactions. You may not use your account 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. We may also impose restrictions on your Account, including restricting your access to Account services, or we may close your Account, if you engage in a transaction that is determined to be illegal, you will be liable to us. You waive any right to take legal action against the Credit Union for any illegal use or transactions and agree to indemnify, defend, and hold harmless the Credit Union 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. You agree to certify to us at Account opening, and, if requested, annually that (a) you do not engage in an Internet gambling business or (b) you have legal authority to engage in an Internet gambling business. You agree to cooperate with us and provide any documentation we may reasonably require in order to substantiate your certification. You authorize us to investigate the Account Owner, its principals, and the Authorized Signers' background, including any current or previous financial institutions and payment processor references. You also agree to notify us immediately if any time your business changes in any way that causes any prior certification to acknowledge that we may choose to close the Account in our sole and absolute discretion.
3. **Inactive Accounts:** We are 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 us. An account is presumed abandoned if (a) the account has been inactive for at least five years from the date of your last transaction on the account or your last correspondence with us, and (b) we are unable to locate you. If an account is presumed abandoned, we are required to report the abandonment and to pay the funds in the account to the State.
4. **Account Statements:** You are responsible for promptly examining each account statement. Any objections 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 us, and received on or before the 30th day following the date the statement is mailed or otherwise delivered (40th day if your claim relates to a

substitute check), subject to applicable law. You agree that we 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 us within that 30-day period, nor will we be liable for any forged or altered item if the forgery or alteration is not readily ascertainable upon inspection. You agree that no legal action may or will be instituted by you against us seeking the recovery of any alleged loss as a result of the payment of a forged, unauthorized, or altered item or as a result of any missing or diverted deposit, or due to any other error or discrepancy unless you have provided us 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 the error was mailed or otherwise made available to you. Please refer to your Electronic Funds Transfer 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. It is your responsibility to ensure that your statements are received, and you agree that we will not be responsible for the loss or theft of your statements. You agree to notify us immediately if you fail to receive a statement for your checking accounts monthly, or a statement for your savings account at least quarterly. It is important that you make note of the time that you regularly receive your statement. You agree to notify us immediately and in any event within ten days of that time, if you fail to receive your statement.

5. **Legal Process:** You agree that we may debit your account for charges and costs, including attorney's fees, in connection with 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 our contractual lien set forth below, and you authorize us to exercise that contractual lien whether or not any outstanding obligation is in default, subject to applicable law.
6. **Contractual Lien:** Unless otherwise prohibited by applicable law or our policies and procedures, you may pledge all or any part of your shares and deposits as security for any loan to the Account Owner. In addition to any lien we have as a matter of law, the Account Owner and the Authorized Signers grant us a contractual lien on all shares, deposits, and accrued dividends and interest in any account in which the Account Owner and the Authorized Signers have an interest to the extent of any loans made to you and any other obligation of yours that you owe to us, which lien secures repayment of any such loan or obligation to the extent not prohibited under applicable law.

You are not giving a security interest in any shares or 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.

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 Account Owner 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 Account Owner owing to us notwithstanding the interest of any other owner in the account, and without notice.

You agree to pay us all expenses and cost, including attorney's fees, that we may incur in defending or enforcing our right to exercise our lien against the indebtedness of the Account Owner, 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 that may exist results in there being insufficient funds in the account to honor such items.

If we cash a check for you over the counter at your request and 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 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 that 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, or lien on shares and deposits shall not be construed so as to diminish or forfeit any security interest in or indebtedness secured by such residence, nor shall our 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.

7. **Dispute Resolution:** If (a) we suspect that fraudulent misconduct is or has taken place with respect to any account, (b) we are notified that a party to an account has died or is incompetent to manage his or her affairs, (c) we have been notified that a dispute exists between or among parties to the account or third parties with regard to their respective interest in the account, (d) there are competing claims to funds on deposit, or (e) we are in doubt concerning the respective interests of any parties to an account, we may restrict withdrawals from (freeze) the account until we are satisfied that any obligation we may have at law 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 we 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 the Credit Union 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 the Credit Union.

8. **Power of Attorney:** You agree that we 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.

In the event that we do accept a Power of Attorney on an account, you agree to notify us, in writing, if a revocation of that Power of Attorney has been made. We will not be liable for any payment or action of a person acting under a Power of Attorney until we receive such written notice and we have had a reasonable time to act on it. We may choose not to accept a Power of Attorney unless it contains certain elements that we require to be included in the document.

9. **Withdrawal of Services:** In the event that any Account Owner causes us 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 any Credit Union Account Owner has been abusive in conduct of his or her affairs with the

Credit Union, it is our policy to withdraw services otherwise extended to that Account Owner, including but not limited to the right to maintain certain accounts, and the availability of electronic fund transfers services, and you agree that we may do so. Your Credit Union membership may be terminated if you cause us a loss.

10. **Closing the Account:** Any Authorized Signer, on any Application shall be authorized to transact business on behalf of the Account Owner with respect to the Business Account or Accounts designated on the Application, and is authorized to close any such account(s). 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. We 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 us, in a manner we deem appropriate, if (a) any of the events set forth in the preceding paragraphs 6 or 8 should arise, (b) we believe that we may suffer a loss if the account is not closed or we believe that the volume of account activity exceeds that which we can reasonably and safely process, (c) we determine 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 the Credit Union, or (d) there has been a change in the account ownership or a change with regard to the persons authorized to sign on the account, or (e) our attempts to verify your identity have failed.

An early closure fee may apply if the Membership Account is closed within one year of opening. Refer to the Truth-in-Savings Disclosures and Rate and Fee Schedule.

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

Subject to our policies and procedures, and subject to any separate agreement we may enter into with any surviving Account holder, once we are notified of a member's death or adjudicated incompetence, we may pay items drawn against the Account or other payment orders authorized by the deceased Account Owner for a period of ten days after the Account Owner's death unless we are ordered to stop payment by a person claiming an interest in the Account. We may require any person claiming an interest in the account to indemnify us against any losses arising out of the payment of any such claim, and this Agreement will be binding upon the heirs or legal representatives of any deceased Account Owner or any Account Owner who is adjudicated incompetent. We may continue to pay interest on an account following the death of an Account Owner. If your account is a husband and wife sole proprietorship account and the surviving Account Owner is a member of the Credit Union, we may require that the Account be closed and that the funds be transferred to the surviving Account Owner's account.

12. **Attorney Fees:** In addition to any other rights we may have at law or under this Agreement to recover fees and costs, we shall be entitled to recover reasonable attorney's fees and costs expended in connection with the enforcement of the Agreement and the defense of any rights we may have under this Agreement, and you authorize the Credit Union to deduct any such fees and costs from your account without prior notice to you.
13. **Amendment:** You agree that we may add to, change, or delete any of the terms of this Agreement, the Truth-in-Savings Rate, Fee Schedule and Disclosures, and any notice, agreement, or policy made a part of the Agreement, from time to time in our sole discretion, subject to applicable law.
14. **Severability:** If any provision of this Agreement shall be declared invalid, unenforceable, or illegal, that provision will not affect the validity, enforceability, or legality of any other provision.
15. **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 Business Account Agreement is signed.
16. **Governing Law:** This Agreement shall be governed by the Texas Credit Union Act, the Rules and Regulations of the Texas Credit Union Department, our Bylaws, and to the extent not preempted by federal law, the laws of the State of Texas. You acquiesce and submit to personal jurisdiction in the State of Texas. Venue is proper in Dallas County, Texas.
17. **Credit Reports:** You authorize us 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 related financial services.

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

If you believe that information we have or may report to a credit bureau is inaccurate or incomplete, please notify us 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, we will require a copy of your identity theft report filed with law enforcement authorities.

**CITY CREDIT UNION
EXPEDITED FUNDS AVAILABILITY
RE: CHECKING ACCOUNTS**

Description of Deposit	When Funds Can Be Withdrawn
Direct Deposits	Funds from electronic deposits will be available on the business day we receive the deposit
Cash; Wire Transfers; Cashier's, Certified, Teller's or Government Checks; Checks on City Credit Union; most payroll checks; checks drawn on city affiliated companies; and the first \$200 of a day's deposits of other checks	The business day we receive the deposit. The first \$200 of a day's deposit of other checks will be available on the next business day.
Local Checks under \$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 beyond the business day. Then, the funds will generally be available by the second business day after the day of deposit.
Non-local Checks under \$5,000.00	The first \$200 same day we receive deposit, the remainder will generally be available the fifth business day after the day of deposit.
Checks Over \$5,000	First \$200 available same business day we receive deposit
Local	Up to \$5,000 available second business day after day of deposit; amount over \$5,000 will be available by the seventh business day after day of deposit
Non-local	Up to \$5,000 available fifth business day after day of deposit; amount over \$5,000 will be available by the eleventh business day after day of deposit.

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. 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 varies depending on the type and the amount of the deposit and is explained in the table above.

To determine if a check is considered local or non-local, look at the first four digits of the routing number on the check.

Personal Check

Name of Company Address, City, State	_____ 20 _
Pay to the order of _____ \$ _____	
_____ dollars	
(Bank Name and Location)	_____
123456789 000000000 000	
_____ Routing Number	

Business Check

Name of Company Address, City, State	_____ 20 _
Pay to the order of _____ \$ _____	
_____ dollars	
(Bank Name and Location)	_____
00000000 123456789 000000000 000	
_____ Routing Number	

Some checks are marked “payable through” and have a four or nine-digit number nearby. For these checks, use this four-digit number (or the first four digits of the nine-digit number), not the routing number on the bottom of the check, to determine if these checks are local or non-local. If you need assistance locating the routing number on a check, please contact one of our representatives. If the first four digits of the routing number are:

0920, 0921, 0929, 1010, 1011, 1012, 1019, 1020, 1021, 1022, 1023, 1030, 1031, 1039, 1070, 1110, 1111, 1113, 1119, 1120, 1122, 1123, 1130, 1131, 1140, 1149, 1163, 1240, 1241, 1242, 1243, 2920, 2921, 2929, 3020, 3021, 3022, 3023, 3030, 3031, 3039, 3110, 3070, 3111, 3113, 3119, 3120, 3122, 3123, 3130, 3131, 3140, 3149, 3163, 3240, 3241, 3242, 3243, then the check is considered a local check

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 and amount of check that you deposit, funds deposited to your checking account may not be available until the fifth business day after the day of your deposit. However, the first \$100.00 of your deposit will be available the business day we receive the 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 to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the 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 a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your 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 eleventh business day after the day of your deposit.

Special Rules for New Accounts:

If you are a new member, the following special rules may apply during the first 30 days your account is open. Funds from electronic direct deposits will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and 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 day 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 U.S. Treasury checks) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from other checks may be delayed up to eleven days.

Rules Applicable to all Members:

In lieu of accepting a check for deposit, the Credit Union retains the right to send any item for collection. In addition to fees assessed by other institutions, City Credit Union may charge a fee for this service, as set forth in our Truth-in-Savings Rate and 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 drop-box, 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, but accept it to Savings, or close the account, subject to applicable regulations.

**CITY CREDIT UNION
ELECTRONIC FUND TRANSFERS AGREEMENT
AND DISCLOSURES**

TELEPHONE NUMBER FOR NOTIFICATION OF UNAUTHORIZED USE:

CITY CREDIT UNION – (214) 515-0100

VISA® CHECK CARD AFTER HOURS – (800) 528-2273

AGREEMENT:

1. **Issuance of Card or Personal Identification Number:** In this Agreement and Disclosures (“Agreement”), the words “you,” “your,” and “party” refer to any person to whom a City Credit Union ATM Card or VISA® Check Card (collectively, “Card”) is issued, any person to whom a Personal Identification Number (“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 on any Credit Union Account which may be accessed by the Card or the PIN. The words “we,” “us,” “our,” and “Credit Union” refer to City Credit Union. 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 Business Account Agreement with us, which is incorporated into this Agreement by reference. Capitalized terms used in this Agreement but not defined herein shall have the same meaning as given to those terms in the Business Account Agreement.
2. **Business Purpose:** You acknowledge and agree that any Card or PIN may be used for business purposes only and may not be used for personal, household, or family purposes. The Account Owner agrees to implement reasonable measures to ensure that any Card or PIN issued is used for business purposes only.
3. **Liability for Use of a Card or a PIN:** The Account Owner, and each Authorized Signer, agrees to be unconditionally liable for all use of any Card or PIN issued to the Account Owner or on behalf of the Account Owner, whether authorized or unauthorized, whether used by Authorized Signers or other persons, and whether arising from lost or stolen Cards or PINs. You agree to telephone us AT ONCE at the telephone number appearing above if you believe your Card or PIN has been lost or stolen or you know of or suspect unauthorized use of the Card or a PIN. You could lose all the money in your Account (plus your maximum overdraft line of credit, if any). The Account Owner acknowledges and agrees that the issuance of any Card or PIN in connection with a business Account affords ready access to the Account by the person or persons authorized to use the Card or PIN, as well as any other persons provided access to the Card or PIN or who otherwise obtain the Card or PIN whether by way of negligence, theft, collusion, or otherwise. You agree that we will not be liable for any loss resulting from the unauthorized use of a Card or a PIN that occurs before we are notified of the loss of the Card or PIN or unauthorized use and before we have had a reasonable opportunity to act upon such notification. You agree that, in the event of any such loss or unauthorized use, we shall be under no duty other than to use our best efforts to prevent further access to the applicable Account through the use of the Card or PIN. You agree that it will be your responsibility to take every action to prevent further unauthorized use of the Card or PIN after you notify us of any loss, breach of security, or unauthorized use. The Account Owner and each Authorized Signer jointly and individually agree to release and hold us harmless from any claims, demands, expenses, losses, or damages, including legal fees and expenses, arising out of, resulting from, directly or indirectly related to, the issuance or use of any Card or PIN pursuant to this Agreement. You acknowledge and agree that you will not have the benefit of any consumer law limiting your liability with respect to unauthorized use of a Card or PIN.
4. **Security Procedures:** Our security procedures include the requirement of a PIN or signature verification for each transaction. As additional security measures, the Account Owner regularly to instruct and require each Authorized Signer to (a) sign any Card and any renewal or replacement Cards immediately upon receipt, (b) keep any Card and PIN separate, in a place of safekeeping, and in the Authorized Signer’s sole possession, (c) refrain from disclosing a PIN to any unauthorized third party or writing a PIN on any Card, (d) use the Card or PIN for business purposes only and only as authorized by us from time to time, (e) retain all transaction receipts (never throw them in the trash, leave them at the transaction site, or otherwise make them available to unauthorized persons) and promptly verify receipts and other transactions against your Account statement, (f) immediately report all crimes involving or relating to a Card or PIN to us or a law enforcement official, and (g) immediately report the loss or theft of any Card or PIN or any known or suspected unauthorized use of a Card or PIN to us. You agree to notify us immediately when you terminate an Authorized Signer’s rights to use the Card or PIN and promptly return any Card of the Authorized Signer to us if requested. You acknowledge and agree that these security procedures provide a commercially reasonable degree of protection against unauthorized use of a Card or a PIN in view of your business’ particular circumstances. We assume no duty to discover any breach of security, including any unauthorized disclosure or use of a Card or PIN, by you or any Authorized Signer. You agree to assist us in the investigation and prosecution of any claim for unauthorized transactions, including any actions that we may deem appropriate such as the retrieval of all outstanding Cards, the cancellation of all outstanding PINs, or the closing of the Account in question.
5. **Overdrafts:** You agree that you will not use your Card or 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 funds in your account. 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, order, 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 electronic fund transfers presented or made. If you have applied and/or been approved for overdraft protection with us, you agree that your use of a Card or a PIN shall be subject to the Overdrafts, Overdraft Protection and Courtesy Pay sections of the Business Account Agreement.
6. **Surrender, Cancellation, and Amendment:** You agree to surrender any Card to us upon demand. You agree, further, that the Card shall at all times remain our property and that we may 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 add to, change, or delete any of the terms of this Agreement and Disclosures from time to time, subject to such notification as may be required by applicable law. If a Card or a PIN is not utilized for a period greater than one-year (365 days), authorization for the Card or service may be revoked, without notice.
7. **Check Card Use:** You acknowledge that a VISA Check 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 VISA 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.

Once effected, 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 impose a preauthorization hold that may reduce your available balance for withdrawal. This preauthorization hold may be in a greater than actual purchase amount and may be placed on your Account for up to three days. You may not access funds that are subject to a preauthorization hold. Preauthorization holds may remain on your Account for up to three days after the transaction, even after the transaction has been paid. In addition, even after a preauthorization hold is released, the transaction may be posted to your account at any time. As a result, you must ensure that sufficient funds are available and remain in your Account to pay your VISA Check Card transactions. Preauthorization holds affect the availability of funds to pay for checks drawn on your Account and other withdrawal transactions. You acknowledge and agree that we are not liable for any damages you may incur for dishonor of items or other transactions because of a preauthorization hold placed on your Account funds.

DISCLOSURES

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

ATM Card

Account Access: You may use your ATM Card and PIN to:

- Withdraw cash from your Savings or Checking Accounts from ATMs that displays the PULSE logo
- Transfer funds between your Checking and Savings Accounts
- Inquire as to the balance in your Checking and Savings Accounts
- Pay for goods and services from your Checking Account at places that have agreed to accept the Card
- Line of Credit access **is not available** directly from an ATM
- Make deposits at certain ATMs that are owned by City Credit Union (if applicable) additional delays may apply-see-#4 below

Some of these services may not be available at all terminals.

VISA Check Card

Account Access: You may use VISA Check Card and PIN to perform the same types of transactions as disclosed above for the ATM Card. Signature-based transactions do not require a PIN but may require positive identification. You may also perform the following transactions with your VISA Check Card:

- Pay for goods and services from your Checking Account at places that have agreed to accept VISA
- Obtain cash from a merchant (from your Checking Account) if the merchant permits you to do so
- Obtain cash advances from any financial institution that displays the VISA logo

You may use your VISA Check Card to initiate PIN-less debit transactions on the PULSE network if a merchant permits. For example, you may initiate a PIN-less debit to pay for telephone and online transactions. PIN-less debit transactions do not require PIN authentication and are not covered by the provisions of this Agreement and Disclosures that relate to VISA transactions. Actions that may be required for transactions to carry VISA-associated benefits and protections include presenting the card for payment in person and indicating that you do not wish the transaction to be processed as a non-VISA transaction. If a merchant offers the opportunity to route your transaction as a non-VISA transaction, you will be advised and given an opportunity to indicate your preference when completing the transaction.

Some of these services may not be available at all terminals.

Easy Teller (Audio Response System)

Account Access: You may use your Audio Response PIN to:

- Transfer funds between your Checking and Savings Accounts
- Request that a check be mailed to your address on file for a withdrawal from your Checking or Savings Accounts
- Obtain 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 Savings or Checking Account

Please refer to the Audio Response brochure for a complete list of all available services.

Home Banking and Bill Payment Service

Account Access: You may use your Home Banking PIN to:

- Transfer funds from your Savings and Checking Accounts
- Obtain your recent account history, account and balance information
- Make payments on your loans with us from your Checking and Savings Accounts
- Make bill payments to approved merchants and other approved parties from your Checking Account

Your contractual arrangement for the Home Banking and Bill Payment Service 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 or Savings Accounts or to pay certain recurring bills from your Checking or Savings Accounts.

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 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 Account.

2. **Transfer Limitations**

General – Share Accounts: Under government regulations that apply to your Share (Savings) Account types, you may not make more than six transfers and withdrawals, or a combination of such transfers and withdrawals from these accounts, per calendar month to another account of yours at the Credit Union or to a third party by means of a pre-authorized or automatic transfer, or telephonic agreement, order, or instruction (including transfers by personal computer or other data transmission) and no more than three of the six transfers may be made by check, draft, debit card, similar order made by you and payable to third parties. Withdrawals by mail, messenger, ATM, or in person, and transfers to make payments on your loans with us are not included in this limitation. However, automatic or pre-authorized transfers from your accounts to make payments on loans that your family members may have with us are counted against this transaction limitation. If you exceed the number of transfers permitted, your account may be closed, may be subject to additional fees, return items or all of the stated conditions. Due to these limitations, point of sale transactions are not permitted from your Share (Savings) Account(s).

You must maintain your Account(s) in good standing with us in order to continue access to your Account(s) via the ATM Card or Check Card.

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, if we allow you to use your Card to withdraw an amount exceeding the available funds in your accounts, you will be responsible for all amounts you owe to the Credit Union.

ATM Card

You may transfer or withdraw up to \$500 per day (24-hour period) using your PIN at ATMs and point of sale terminals. This limitation is an aggregate limitation, meaning that it applies to any combination of transactions across all of your accounts and not to each account separately. You may use your card up to 20 times per day.

VISA Check Card

You may transfer or withdraw up to \$2,500 per day (24-hour period) using an ATM or Point of Sale Terminal.

You may withdraw up to \$5,000 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 total of up to \$2,000 per calendar day using your PIN. Each individual check request or transfer is limited to a maximum of \$1,000 per request. There is a limitation on the count of transactions per month from savings accounts. These are described above and are subject to service fees, once you exceed limits described under these Regulation D limitations. (The system will not prevent you from making these transfers).

Home 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 count of transactions per month from savings accounts. These are described above and are subject to service fees, once you exceed limits described under these Regulation D limitations. (The system will not prevent you from making these transfers).

Bill Payment Service

You may pay your bills up to the available balance in your account, with a maximum payment of \$99,999.99. There is not a count limitation. These transactions are available from Checking Accounts and are not subject to the Regulation D charges described above.

3. **Limits on Fees Charged:** There is no limit on the maximum number of overdraft fees or charges, if applicable, that may be assessed per day. Please refer to our Fee Schedule accompanying this Agreement for disclosures of fees and charges that apply in connection with your use of electronic fund transfer services. In addition to the fees disclosed on our Fee Schedule, 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 also be charged an additional fee for a balance inquiry even if you do not complete a fund transfer.
4. **Business Days, Holidays and Cutoff Hour for ATM Deposits:** For purposes of this Disclosure, our business days are Monday through Friday, excluding holidays observed by the Credit Union. We may accept checks for deposit at some, but not all of our ATMs. These deposits will be considered received the next business day, subject to cutoff times posted at the ATMs.
5. **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 at least once every 60 days from the same person or company, you can call us at (214) 515-0100 or (888) 324-2328 to find out whether or not the deposit has been made. If the only possible electronic fund transfers to or from your account are pre-authorized transfers, you will receive a statement for your accounts quarterly.
6. **Pre-Authorized Payments:**
 - a) **Right to Stop Payment of Pre-authorized 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. Here's how:

Call us or write 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 14 days after you call. We will charge a fee as set forth in our Fee Schedule 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 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.

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
City Credit Union

Telephoning us is the best way to keep your potential losses down.
You may report a lost or stolen VISA Check Card after hours by calling (800) 528-2273.

8. **Confidentiality:** We will disclose information to third parties about your Account or transfers you make:
- Where it is necessary for completing transfers, or
 - In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
 - In order to comply with government agency or court orders, or
 - If you give us your written permission
9. **Credit Union'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 not be liable for completing a transfer in the cases listed.
- 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 supplied by you or your agent.
 - If, you have closed the account from which you have pre-authorized electronic fund transfers.
 - There may be other exceptions stated in our agreement with you.
10. **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 60 days after we sent the FIRST statement on which the problem or error appeared.
- 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.
 - 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 business days.
- We will determine whether an error occurred within ten business days after we hear from you and correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten 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 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 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.
11. **VISA Check Card Currency Conversion:** If you effect an international transaction with your VISA Check Card, the rate of exchange between the transaction currency and the billing currency used for processing the international transaction will be: (i) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from rate VISA itself receives, or (ii) the government mandated rate in effect for the applicable central processing date; and in each instance, plus a Foreign Transaction Fee of up to 1%. The Foreign Transaction Fee will apply to all international purchase, cash advance, and Account credit transactions, even if the transactions are conducted in U.S. dollars.
12. **Illegal Transactions:** You agree that you will not cause or allow your Card or PIN to be used in any manner or for any transaction that we believe poses an undue risk of illegality, and we may refuse to authorize any such use or transaction. If you use your Card or PIN for a transaction that is determined to be illegal, you will be liable for the transaction. You also waive any right to take legal action against the Credit Union for your illegal use of your Card or PIN and agree to indemnify and hold harmless the Credit Union and VISA International, Inc. from and against any lawsuits, other legal action, or liability that results directly or indirectly for such illegal use.
13. **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. 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.

PRIVACY NOTICE

City Credit Union is owned by you our member, and run by the Board of Directors you elect. You can be confident that your financial privacy is a top priority of City Credit Union. We are required by law to give you this privacy notice to explain how we collect, use and safeguard your personal financial information.

We are committed to meeting your needs for high quality, low cost credit union products and services. In order to do that, the credit union sometimes enters into agreements with other companies (third parties) to help with certain aspects of the credit union's work. Under these arrangements, the credit union may disclose some or all of the information we collect, as described below, to companies that perform marketing or other services on our behalf. However, to protect your privacy, we will only engage the services of companies who share our standards for protecting your confidentiality. These companies will agree in writing to use your information for only the specific purpose authorized by the credit union and to protect your information from re-use or further disclosure. For example, like most financial institutions, we disclose member information to a third party company as necessary to produce and mail your Account statement, which necessitates that we share information about you to complete the process. We may also disclose information we collect about you under other circumstances as permitted or required by law.

Such disclosures typically include information to process transactions on your behalf, conduct the operations of the credit union, and follow your instructions as you authorize, or protect the security of the credit union's financial records.

We may also disclose all the information we collect, as described below, to companies that perform marketing or other services on our behalf or to other financial institutions, with whom, we have joint marketing agreements.

To protect our members' privacy, we only work with companies that agree to maintain strong confidentiality protections and limit the use of information we provide. Our contractual written agreements do not permit these companies to sell to other third parties the information we provide to them.

If you prefer that we not disclose information about you to certain companies, you may "opt out" of these disclosures. That is, you may direct us not to disclose information about you, as explained in this notice. This "opt out" will not apply to information that we may disclose about you to other non-affiliated third parties as permitted or required by law.

Information We Collect About You: We collect non-public personal information about you from the following sources:

- Information we receive from you on applications and other forms;
- Information about your transactions with us, our affiliates, or others;
- Information we receive from a consumer reporting agency; and
- Information obtained when verifying the information you provide on applications or other forms.

Information We May Disclose About You: We may disclose all of the information that we collect, as described above.

Certain Parties That Receive Information from Us Where You Can Request To Opt Out: We may disclose non-public personal information about you to the following types of non-affiliated third parties: Financial services providers such as securities broker-dealers and insurance agents, and non-financial companies such as automobile dealerships and online media companies.

We also reserve the right to disclose in the future all information that we collect to additional selected financial service providers, non-financial companies, and others to whom we do not currently disclose. You may choose to opt out of these disclosures.

How to Opt Out or Stop Certain Disclosures about You: If you wish to opt out of all disclosures to non-affiliated third parties (other than disclosures as permitted or required by law), you may contact a member service representative through the following toll free number: (888) 324-2328 or (214) 515-0100.

You may also opt out by completing a form, which may be provided to you at any City Credit Union branch location. You may opt out of these disclosures at any time. Once we receive your request not to make further disclosures, we will act as quickly as possible to stop disclosures. **You may always contact us for assistance if you wish later to revoke your opt out election.**

If we do not hear from you, we may share all the non-public personal information about you that we collect with selected automobile sales and online media companies, and other companies in the future to whom we do not currently disclose. City Credit Union believes that these types of products and services will be of value and interest to you.

Note to Joint Account holders: Any one of you may exercise the right to opt out. We will treat an opt out request from any one party to an Account as if all of you directed us to not make disclosures to non-affiliated third parties to which the opt out right applies.

Disclosure of Information about Former Members: If you terminate your membership with City Credit Union, we will not share information we have collected about you, except as permitted or required by law.

How We Protect Your Information: We restrict access to non-public information about you to those employees who have a specific business purpose in utilizing your data. Our employees are trained in the importance of maintaining confidentiality and member privacy. We maintain physical, electronic, and procedural safeguards that comply with federal regulations and leading industry practices to safeguard your non-public personal information.

Contact Us for More Information: If you have any questions, please contact a financial service representative at (214) 515-0100 or (888) 324-2328.