



Truth in Savings Disclosure
Rates for Savings, Money Market, Checking, and Certificate Accounts
Effective Date: December 31, 2024

	Interest Rate	Annual Percentage Yield (APY)	Minimum Opening Balance	Minimum Balance to Earn Stated APY	Minimum Balance to Avoid a Service Fee	Balance Method to Calculate Interest	Interest Compounded	Interest Credited	Interest Period
Regular Savings¹ \$0.00 - \$99.99 \$100 - \$2,499.99 \$2,500 - \$24,999.99 \$25,000 - \$49,999.99 \$50,000 - \$99,999.99 \$100,000 and above	0.00% 0.45% 0.45% 0.50% 0.50% 0.55%	0.00% 0.45% 0.45% 0.50% 0.50% 0.55%	\$5	\$100	n/a ²	Average Daily Balance	Quarterly	Quarterly	Quarterly (calendar)
High Yield Savings^{3,10}	3.45%	3.50%	\$0	\$0	n/a ²	Average Daily Balance	Quarterly	Quarterly	Quarterly (calendar)
Building Bucks Savings⁴ \$0.00 - \$4.99 \$5.00 and above	0.00% 0.45%	0.00% 0.45%	\$5	\$5	n/a	Average Daily Balance	Quarterly	Quarterly	Quarterly (calendar)
Money Market Savings \$0.00 - \$2,499.99 \$2,500 - \$9,999.99 \$10,000 - \$24,999.99 \$25,000 - \$49,999.99 \$50,000 - \$89,999.99 \$90,000 and above	0.00% 1.85% 2.15% 2.35% 2.60% 2.75%	0.00% 1.87% 2.17% 2.38% 2.63% 2.78%	\$2,500	\$2,500	n/a ²	Daily Balance	Daily	Monthly	Monthly (calendar)
Money Market Checking⁵ \$0.00 - \$2,499.99 \$2,500 - \$9,999.99 \$10,000 - \$24,999.99 \$25,000 - \$49,999.99 \$50,000 - \$89,999.99 \$90,000 and above	0.00% 1.75% 2.05% 2.25% 2.50% 2.65%	0.00% 1.76% 2.07% 2.27% 2.53% 2.68%	\$2,500	\$2,500	\$2,500	Daily Balance	Daily	Monthly	Monthly (calendar)
Checking Real Worth Checking (Continued on next page.)	n/a	n/a	\$25	n/a	n/a	n/a	n/a	n/a	n/a

¹ A "No Interest Savings" account may be offered to certain individuals who do not otherwise qualify for an interest-bearing savings account. A \$5 minimum opening balance is required for a "No Interest Savings" account.

² A monthly single financial product fee of \$5 applies when a member (age 21+) has a single savings account with a daily balance less than \$100 for 90 consecutive calendar days.

³ Any funds deposited in this account must be new funds, not currently on deposit with EECU. Funds currently on deposit with EECU may not be transferred to this account, including through the use of online banking or in-person at a financial center.

⁴ For minors ages 15 and under.

⁵ Monthly service fee of \$10 applies if your daily balance falls below \$2,500.

	Interest Rate	Annual Percentage Yield (APY)	Minimum Opening Balance	Minimum Balance to Earn Stated APY	Minimum Balance to Avoid a Service Fee	Balance Method to Calculate Interest	Interest Compounded	Interest Credited	Interest Period
Real Worth Checking with Interest ⁶ \$0.00 - \$999.99 \$1,000 and above	0.00% 0.10%	0.00% 0.10%	\$25	\$1,000	\$1,000	Average Daily Balance	Monthly	Monthly	Monthly (calendar)
Educators Advantage Checking ⁷	n/a	n/a	\$25	n/a	n/a	n/a	n/a	n/a	n/a
Access Checking ⁸	n/a	n/a	\$25	n/a	n/a	n/a	n/a	n/a	n/a
Health Savings Account^{9,10} \$0.00 - \$2,499.99 \$2,500 - \$4,999.99 \$5,000 - \$9,999.99 \$10,000 and above	0.00% 0.10% 0.20% 0.30%	0.00% 0.10% 0.20% 0.30%	\$0	\$2,500	n/a	Average Daily Balance	Monthly	Monthly	Monthly (calendar)
Standard CDs 3 months 6 months 9 months 12 months 18 months 24 months 36 months 48 months 60 months	3.67% 4.17% 4.17% 4.22% 3.72% 3.93% 3.69% 3.69% 3.69%	3.73% 4.25% 4.25% 4.30% 3.78% 4.00% 3.75% 3.75% 3.75%	\$1,000	\$1,000	n/a	Daily Balance	Monthly	Monthly	Monthly (calendar)

⁶ Monthly service fee of \$5 applies if your daily balance falls below \$1,000.

⁷ Account is only available to members employed by approved Independent School Districts (ISDs), Universities, and Colleges located in the following counties: Collin, Dallas, Denton, Ellis, Hood, Johnson, Parker, Rockwall, Tarrant, and Wise. To qualify for the \$300 cash bonus, account must be set-up on direct deposit with EECU and you must make qualifying payroll direct deposits totaling \$1,500 or more within 90 days of account opening. In order to receive the cash bonus, your checking account must be open and in good standing. The cash bonus does not require any additional activities. The cash bonus will be deposited in your new account within 90 days of completing the qualifying activity requirements. Payroll may be deposited up to 2 days prior to the pay date. Early availability of your payroll deposit is based on the timing of your employer's payment notification instruction. Up to 10 non-sufficient fund (NSF) fees will be refunded in each calendar year. Offer is not available to anyone who has an ownership interest in (including, but not limited to, primary owner or joint owner) any existing EECU checking account or had an ownership interest in a checking account that closed within the last 12 months. EECU reserves the right to limit each member to one new account-related incentive per calendar year. Eligibility may be limited based on your account type and ownership role. Bonus is considered income and may be reported to the IRS, as required by applicable law. Not valid with any other offer. Offer availability subject to change at any time without notice.

⁸ Monthly service charge of \$10. Account restrictions include: No other deposit accounts are allowed with this account; no check writing is allowed; deposits must be made by cash, ACH or direct deposit; no check deposits are allowed except for loan payments; checks cannot be cashed or negotiated through the account including money orders or cashier's checks; ATM, mobile deposits, external transfers, and person-to-person (e.g., Zelle) are not allowed; shared branching transactions are prohibited; and account is not eligible for promotions.

⁹ Account created in conjunction with a High Deductible Health Insurance Plan for qualified medical expenses. Account is subject to limitations and penalties imposed by the IRS. It is your responsibility to understand which expenses are HSA-qualified medical expenses. Account and the associated HSA debit card(s) will not differentiate between HSA-qualified and non-HSA-qualified medical expenses. See IRS publications, including, 502 and 969, as amended.

	Interest Rate	Annual Percentage Yield (APY)	Minimum Opening Balance	Minimum Balance to Earn Stated APY	Minimum Balance to Avoid a Service Fee	Balance Method to Calculate Interest	Interest Compounded	Interest Credited	Interest Period
Jumbo CDs									
3 months	3.77%	3.84%							
6 months	4.27%	4.35%							
9 months	4.27%	4.35%							
12 months	4.32%	4.41%							
18 months	3.82%	3.89%	\$50,000	\$50,000	n/a	Daily Balance	Monthly	Monthly	Monthly (calendar)
24 months	4.03%	4.11%							
36 months	3.79%	3.86%							
48 months	3.79%	3.86%							
60 months	3.79%	3.86%							
Bump Rate CDs									
12 months	4.12%	4.20%	\$5,000	\$5,000	n/a	Daily Balance	Monthly	Monthly	Monthly (calendar)
18 months	3.83%	3.90%							
24 months	3.62%	3.68%							
Standard IRA CDs¹⁰									
6 months	4.17%	4.25%							
12 months	4.22%	4.30%							
18 months	3.72%	3.78%							
24 months	3.93%	4.00%	\$1,000	\$1,000	n/a	Daily Balance	Monthly	Monthly	Monthly (calendar)
36 months	3.69%	3.75%							
48 months	3.69%	3.75%							
60 months	3.69%	3.75%							
Jumbo IRA CDs¹⁰									
6 months	4.27%	4.35%							
12 months	4.32%	4.41%							
18 months	3.82%	3.89%	\$50,000	\$50,000	n/a	Daily Balance	Monthly	Monthly	Monthly (calendar)
24 months	4.03%	4.11%							
48 months	3.79%	3.86%							
60 months	3.79%	3.86%							
IRA Savings¹⁰									
	0.50%	0.50%	\$0	\$0	n/a	Average Daily Balance	Monthly	Monthly	Monthly (calendar)
Money Market Index IRA Savings¹⁰									
\$0.00 - \$14,999.99	0.00%	0.00%							
\$15,000 - \$24,999.99	2.05%	2.07%	\$15,000	\$15,000	n/a	Daily Balance	Daily	Monthly	Monthly (calendar)
\$25,000 - \$49,999.99	2.25%	2.27%							
\$50,000 and above	2.50%	2.53%							

¹⁰ Account may not be pledged, transferred, or assigned to another credit union account or to a third party by means of preauthorized or automatic transfer, telephone instruction or similar order to a third party. All rules and regulations as determined and amended by the IRS apply to this account.



Explanation of Rates

This Truth-In-Savings explains current terms and rates applicable to the savings, checking, and certificate accounts we offer. Except as specifically described, the following terms apply to all of the deposit accounts you have with us.

1. Bylaw Requirements and Funding. With one exception, you must maintain a payment of at least \$5 in any one deposit account as a condition of membership. For Health Savings Accounts, you must maintain a payment of at least \$0.01 in any one deposit account as a condition of membership. Accounts remaining unfunded for a period of sixty (60) days or more may be closed at EECU's discretion.

2. Rate Information. The Interest Rate and Annual Percentage Yield (APY) on the accounts you have with us are identified above. The Interest Rates and Annual Percentage Yields are the prospective rates as of the Effective Date shown above. **FOR ALL ACCOUNTS EXCEPT CERTIFICATES, THE INTEREST RATE AND ANNUAL PERCENTAGE YIELD MAY CHANGE AT ANY TIME, AND FROM TIME TO TIME, WITHOUT NOTICE TO YOU AS DETERMINED BY EECU IN ITS SOLE DISCRETION.**

For tiered accounts, if the balance of the account falls within the range of a particular tier, the Interest Rate and Annual Percentage Yield for that tier will apply to the full balance in the account. Annual Percentage Yield assumes principal and interest will remain on deposit for the entire year. Fees, as applicable, and withdrawals will reduce earnings.

For certificate accounts, the Interest Rate and Annual Percentage Yield are fixed and will be in effect for the term of the account. For certificate accounts, the Annual Percentage Yield assumes that the principal and all interest will remain on deposit until maturity. A withdrawal of interest will reduce earnings.

3. Compounding and Crediting. Interest will be compounded and credited as identified above. For interest bearing accounts, the Interest Period begins on the first calendar day of the period and ends on the last calendar day of the period.

4. Accrual of Interest. Interest will begin to accrue on noncash deposits (e.g., checks) on the business day you make the deposit. If an account is closed, interest will be calculated and paid through the date of closure.

5. Balance Information. The minimum balance required to start each account and earn the stated Annual Percentage Yield is identified above. If you do not maintain the minimum balance, you will not earn the stated Annual Percentage Yield.

The **Daily Balance** method applies a daily periodic rate to the end-of-day balance in the account each day.

In the **Average Daily Balance** method, interest is calculated by applying a periodic rate to the Average Daily Balance in the account for the interest period. The Average Daily Balance is determined by adding the full amount of principal in the account for each day of the interest period and dividing that figure by the number of days in the interest period.

6. Transaction Limitations. We reserve the right at any time to require no less than seven (7) days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit, or from any other savings account as defined by Regulation D.

7. Fee Schedule. Please refer to the most current version of our Account Fee Schedule for information about applicable charges.

8. Certificate Account Features.

a. Account Limitations. After you start the account, you may not make additional deposits to a certificate account.

b. Maturity. The certificate account you have with us will mature on the maturity date identified on your account receipt or renewal notice.

c. Withdrawal of Interest. For Standard, Jumbo, and Bump Rate CDs, you can only withdraw interest credited in the term without penalty, but only after it has been credited to your account.

d. Early Withdrawal. The Annual Percentage Yield (APY) is based on the assumption that interest will remain in the account until maturity. A withdrawal will reduce earnings.

e. Early Withdrawal Penalty. We may impose a penalty if you withdraw any of the principal of the certificate account before the maturity date.

1) Amount of Penalty.

Standard and Jumbo CDs:

- If your certificate term is 182 days or less, the penalty will equal 30 days' interest on the amount withdrawn.
- If your certificate term is between 183 days to 365 days, the penalty will equal 90 days' interest on the amount withdrawn.
- If your certificate term is more than 365 days, the penalty will equal 180 days' interest on the amount withdrawn.

Bump Rate CDs:

- If your certificate term is less than or equal to 365 days, the penalty will equal 90 days' interest on the amount withdrawn.
- If your certificate term is more than 365 days, the penalty will equal 180 days' interest on the amount withdrawn.



2) How the Penalty Works. The penalty is calculated on the amount of early withdrawal and is considered a forfeiture of part of the interest that has been or would be earned. It applies whether the interest has been earned. In other words, if the account has not yet earned enough interest or if the interest has already been paid, the penalty will be deducted from the principal.

3) Exceptions to Early Withdrawal Penalties. At our option, we may allow early withdrawal before maturity without imposing a penalty. For example, we may allow early withdrawal before maturity without imposing a penalty when an owner on an certificate account dies or is determined legally incompetent by a court or other body of competent jurisdiction or where the certificate account is an Individual Retirement Account (IRA) and any portion is paid within seven (7) days after establishment or where the account is an IRA and the owner attains age 59½ or becomes disabled and begins making periodic withdrawals.

f. Maturity Grace Period; Renewal. There is a ten (10) day grace period beginning on the day after the maturity date in which you may withdraw all or a portion of your principal without penalty. Certificate accounts are automatically renewable accounts. The renewal term will begin on the day after the maturity date of the previous certificate account term. The principal balance for the renewal term will be the total balance in the certificate account on the date the certificate account is renewed. Each renewal will be on the same terms, except that the rate of interest will be the highest interest rate and Annual Percentage Yield we offer for the same certificate term that is available during the grace period. If such certificate term is no longer available, the renewal term and rate of interest will be for the next shortest certificate term that we offer or as otherwise specified in a letter to be provided to you. Also, we may call an automatically renewing certificate account for payment at the end of the original term or any renewing term, and any interest added to it for compounding will stop earning interest on the effective date of the call. We will send you a notice on or before the maturity date of your account advising you of the upcoming maturity date and the options available to you.

g. Bump Rate Feature. If you have a certificate account with a bump feature, you are limited to one bump increase during the initial term of the certificate and one bump increase for each subsequent automatic renewal term of the certificate. Your certificate must be open for a minimum of 6 months (182 days) for the initial term prior to requesting a bump increase. Likewise, upon automatic renewal of the certificate, you may request a bump increase 6 months (182 days) after the certificate renewal date. You must contact EECU to exercise your option to bump the interest rate to the new published rate for the equivalent term Bump Rate certificate account. After the bump has been requested, you will then earn the higher interest rate for the remainder of the term. Promotional rates made available are excluded.

h. Nontransferable/Nonnegotiable. The account(s) you have with us is/are nontransferable and nonnegotiable. This means that an account and the funds in the account may not be pledged to secure any obligation of an owner, except obligations with EECU.

EECU is federally insured by the National Credit Union Administration ("NCUA"). Your savings are federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government. Please refer to the NCUA's "Your Insured Funds" brochure for information on share insurance coverage or visit the NCUA's website at www.ncua.gov for more information.

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*****IMPORTANT INFORMATION*****

NOTICE TO MEMBERS: Your relationship with the credit union is governed by state and federal laws which may change from time to time. That body of law is too large and complex to be reproduced here. The purpose of this Agreement is to: (1) summarize the rules applicable to common transactions; (2) establish rules and agreements to govern transactions not regulated by state or federal law; (3) establish variations that will apply to certain rules or transactions as permitted by applicable law; and (4) provide you with certain disclosures and information regarding our policies as required by law.

BY CONSENTING TO MEMBERSHIP OR YOUR USE OR CONTINUED USE OF ANY ACCOUNT, PRODUCT OR SERVICE AFTER RECEIVING THIS AGREEMENT, NOTICE OF ITS AVAILABILITY, OR NOTIFICATION OF ANY CHANGE IN TERMS, YOU, JOINTLY AND SEVERALLY, AGREE THAT YOU UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT, AND ANY ATTACHMENT, SCHEDULE OR DISCLOSURE, AS THEY MAY BE AMENDED FROM TIME TO TIME.

NOTICE OF BINDING ARBITRATION AND CLASS ACTION WAIVER. THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND CLASS ACTION WAIVER. FOR THE TERMS AND CONDITIONS OF THE BINDING ARBITRATION AGREEMENT AND THE CLASS ACTION WAIVER, PLEASE REFER TO THE BINDING ARBITRATION AND CLASS ACTION WAIVER AGREEMENT ATTACHMENT FOR DETAILS.

NOTICE OF JURY TRIAL WAIVER. THIS AGREEMENT IS SUBJECT TO A JURY TRIAL WAIVER. SEE THE WAIVER OF RIGHT TO JURY TRIAL SECTION OF THIS AGREEMENT FOR DETAILS.

AGREED STATUTE OF LIMITATIONS. EXCEPT AS OTHERWISE PROVIDED BY LAW, THIS AGREEMENT IS SUBJECT TO A STATUTE OF LIMITATIONS OF TWO (2) YEARS FOR YOU TO BRING ANY LEGAL PROCEEDING OR ACTION AGAINST THE CREDIT UNION. SEE THE AGREED STATUTE OF LIMITATIONS SECTION OF THIS AGREEMENT FOR DETAILS.

OVERDRAFT PAYMENT SERVICES. FOR THE TERMS AND CONDITIONS OF (1) OUR STANDARD OVERDRAFT PROTECTION THAT COMES STANDARD WITH ELIGIBLE CHECKING ACCOUNTS AND (2) OUR COURTESY OVERDRAFT PROTECTION, WHICH YOU MUST "OPT-IN" TO, PLEASE REFER TO THE OVERDRAFT SERVICES SECTION OF THIS AGREEMENT AND THE OVERDRAFT SERVICES DISCLOSURE AND AGREEMENT ATTACHMENT FOR DETAILS.

NON-SUFFICIENT FUNDS (NSF). YOU WILL BE CHARGED AN NSF FEE, AS DISCLOSED IN THE CURRENT VERSION OF OUR ACCOUNT FEE SCHEDULE, EACH TIME A CHECK OR OTHER ITEM OR ACH TRANSACTION IS PRESENTED FOR PAYMENT AGAINST NON-SUFFICIENT FUNDS AVAILABLE BALANCE AND RETURNED. EACH PRESENTMENT WILL BE CHARGED A SEPARATE FEE EVEN THOUGH IT MAY BE FOR A REPEAT PRESENTMENT. SEE THE TRANSACTIONS FROM YOUR ACCOUNTS SECTION OF THIS AGREEMENT AND THE OVERDRAFT SERVICES DISCLOSURE AND AGREEMENT ATTACHMENT FOR DETAILS.

CELLPHONE, TEXT MESSAGE AND AUTODIALER CONSENT. THIS AGREEMENT ALLOWS THE CREDIT UNION, OUR AFFILIATES, AND THIRD-PARTY SERVICE PROVIDERS TO COMMUNICATE WITH YOU BY CELLPHONE AND BY TEXT (SMS) MESSAGE, INCLUDING THE USE OF AN AUTODIALER, FOR BUSINESS AND MARKETING PURPOSES (SUBJECT TO THE TERMS OF OUR PRIVACY POLICY). PLEASE REFER TO THE CELLPHONE CONTACT TERMS AND CONDITIONS ATTACHMENT FOR DETAILS. ALSO, PLEASE REFER TO OUR PRIVACY POLICY ATTACHMENT FOR YOUR "OPT-OUT" RIGHTS.

ELECTRONIC COMMUNICATIONS CONSENT. THIS AGREEMENT ALLOWS THE CREDIT UNION, OUR AFFILIATES, AND OUR THIRD-PARTY SERVICE PROVIDERS TO COMMUNICATE WITH YOU BY ELECTRONIC MEANS, INCLUDING EMAIL. SEE THE ELECTRONIC COMMUNICATIONS CONSENT SECTION OF THIS AGREEMENT AND THE ELECTRONIC COMMUNICATIONS CONSENT AND DISCLOSURE ATTACHMENT FOR DETAILS.

TELEPHONE AND ELECTRONIC INSTRUCTIONS AND RECORDING COMMUNICATIONS CONSENT. THIS AGREEMENT GIVES THE CREDIT UNION, OUR AFFILIATES, AND OUR THIRD-PARTY SERVICE PROVIDERS THE RIGHT TO ACT UPON INSTRUCTIONS WE RECEIVE ELECTRONICALLY OR BY TELEPHONE, AND TO MONITOR AND RECORD ALL ELECTRONIC AND TELEPHONIC COMMUNICATIONS. SEE THE TELEPHONE INSTRUCTIONS AND RECORDING COMMUNICATIONS SECTION OF THIS AGREEMENT AND THE COMMUNICATIONS CONSENT AND DISCLOSURE ATTACHMENT FOR DETAILS.

NOTICE OF STATUTORY AND CONSENSUAL LIENS ON ALL DEPOSITS. THIS AGREEMENT GIVES THE CREDIT UNION STATUTORY AND CONSENSUAL LIEN RIGHTS ON ALL OF YOUR DEPOSITS. SEE THE STATUTORY AND CONSENSUAL LIENS ON ALL DEPOSITS SECTION OF THIS AGREEMENT FOR DETAILS.

NOTICE OF RIGHT OF SET OFF. THIS AGREEMENT GIVES THE CREDIT UNION SET OFF RIGHTS ON ALL OF YOUR DEPOSITS. SEE THE SET OFF SECTION OF THIS AGREEMENT FOR DETAILS.

NOTICE OF CROSS-COLLATERALIZATION. IN THIS AGREEMENT, YOU GIVE THE CREDIT UNION CROSS-COLLATERALIZATION RIGHTS. YOUR PLEDGE WILL SECURE ALL OBLIGATIONS OWED AT THE TIME OF THE PLEDGE OR WHICH ARISE THEREAFTER. SEE THE CROSS-COLLATERALIZATION SECTION OF THIS AGREEMENT FOR DETAILS.

YOUR DUTY TO EXAMINE AND REPORT PROBLEMS. YOU HAVE A DUTY TO PROMPTLY REVIEW AND TIMELY REPORT PROBLEMS WITH YOUR ACCOUNTS, ACCOUNT STATEMENTS, PRODUCTS, AND SERVICES. IF YOU DO NOT TIMELY REPORT PROBLEMS, YOU MAY LOSE CERTAIN RIGHTS AND BE RESPONSIBLE FOR CERTAIN LOSSES. SEE THE YOUR DUTY TO EXAMINE AND REPORT PROBLEMS SECTION OF THIS AGREEMENT FOR DETAILS.

DEFAULTS AND YOUR CREDIT REPORTS. THE CREDIT UNION MAY REPORT INFORMATION ABOUT YOUR ACCOUNTS, PRODUCTS, AND SERVICES TO THIRD PARTIES SUCH AS CREDIT REPORTING AGENCIES. ACTIONS INCLUDING, BUT NOT LIMITED TO, LATE PAYMENTS, MISSED PAYMENTS OR OTHER DEFAULTS ON YOUR LOAN AND ACCOUNTS MAY BE REFLECTED IN YOUR CREDIT REPORTS. SEE THE DEFAULTS AND YOUR CREDIT REPORTS SECTION OF THIS AGREEMENT FOR MORE DETAILS.

TERMINATION OF MEMBERSHIP AND LIMITATIONS ON ACCOUNTS, PRODUCTS AND SERVICES. UNDER CERTAIN CIRCUMSTANCES, THIS AGREEMENT GIVES THE CREDIT UNION THE RIGHT TO TERMINATE YOUR MEMBERSHIP AND LIMIT OR TERMINATE YOUR ACCOUNTS, PRODUCTS, AND SERVICES. SEE THE FOLLOWING SECTIONS OF THIS AGREEMENT FOR DETAILS: TERMINATION OF MEMBERSHIP; ELECTRONIC ACCESS RESTRICTED OR TERMINATED; AND LIMITATIONS ON ACCOUNTS AND SERVICES FOR MEMBERS.

ACTIVE MILITARY MEMBERS AND DEPENDENTS: ANY TERMS OR CONDITIONS HEREIN CONTRARY TO THE MILITARY LENDING ACT ("MLA") ARE VOID FOR THE PERIOD(S) DURING WHICH YOU ARE ENTITLED TO THE PROTECTIONS OF THE MLA.

This **Membership and Account Agreement**, our bylaws, rules, policies and procedures, and the following documents including any amendments, additions, changes, alterations, modifications, and replacements to such documents, in addition to any other applicable current and future documents, disclosures, notices, agreements, contracts, provided, sent or otherwise made available to you as required by law (collectively, this **"Agreement"**), all of which are incorporated herein by reference as if set forth herein verbatim, explain the terms and conditions which govern your accounts, products, and services with us:

Document Name	Attachment
Funds Availability Disclosure	A
Electronic Fund Transfers Agreement and Disclosure	B
Privacy Policy	C
Binding (Mandatory) Arbitration Agreement and Class Action Waiver	D
Wire Transfer Agreement	E
Overdraft Services Disclosure and Agreement	F
Electronic Communications Consent and Disclosure	G
Cellular/Mobile Phone Contact Terms and Conditions	H
Account Fee Schedule – Please refer to the most current version of our Account Fee Schedule. The Account Fee Schedule is incorporated herein by reference, made a part of this Agreement, and explains the fees for EECU's products and services.	----
Truth-in-Savings Disclosure(s) – Please refer to the most current version of our Truth-in-Savings Disclosure(s). The Truth-in-Savings Disclosure(s) is incorporated herein by reference, made a part of this Agreement, and explains the current terms and rates applicable to the savings, checking, and certificate accounts we offer.	----

This Agreement represents the contractual relationship between you and us and contains important information about your membership with us and your accounts, products, and services. You agree that we may provide you with a copy of this Agreement in paper form, by email or by other electronic means. By your consent, you authorize us to establish one or more accounts, products, or services for you, or on behalf of third parties, designated in your membership application or in any other application or applicable document with us (collectively the **"application"**) including, but not limited to, a savings (share) account, checking (share draft) account, or certificate of deposit (term account) account (**"account"** or **"accounts"** as applicable). The words **"products"** and **"services"** and phrases like **"products and services"** and **"products or services"** include, but are not limited to, (i) our savings, checking, certificate of deposit, money market, and health saving accounts, (ii) our services we offer to access and use the products, and (iii) our services we offer independent of our products.

By signing a membership application, or other document required by us, or your use or continued use of any account, product, or service after receiving this Agreement, notice of its availability or notification of any change in terms (as required by law) you, jointly and severally, agree that you understand, consent, and agree to the terms and conditions stated in this Agreement. This Agreement governs all accounts, products, and services whether opened now or in the future. Also, by opening or using an account, product, or service, you agree to be bound by the terms of this Agreement whether you are acting in your individual capacity, in a fiduciary capacity, or as representative or agent. If we opened an account, product, or service for you by phone, mail or by electronic means, your consent acknowledges that this Agreement was accessible to you and that we offered to mail or otherwise provide you a paper or electronic copy for your records. If a person identified in our records as an owner or joint

owner of an account does not sign any account-related documentation (including the account application), we still may treat them as an owner or a joint owner of that account, in our sole discretion; and we are not liable to anyone as a result.

You may **"consent"** to membership, a contract, an account, product, service, or transaction by any method we allow. Your consent can be shown or evidenced by, but not limited to, (i) a signature, facsimile signature, electronic signature, fingerprint, thumbprint, stamp, mark or email, (ii) verbal confirmation in person, by phone, voice command, recorded message, or conversation, (iii) signing or using a signature pad, phone, tablet, computer, access device, or mobile device, (iv) using a debit card, credit card, ATM card, bank card, code, PIN, password, security word, kiosk or shared branch, (v) a notation by our employee in our records as we allow, (vi) entering information in our records or systems, (vii) clicking on "agree," "consent," "submit," "next" or such other similar and further electronic buttons demonstrating consent or your intent to proceed forward in the electronic process, (viii) agreeing to an internet, online or mobile service we offer, (ix) your acquiescence in an action or omission relating to an account, product or service after you become aware of it, or (x) the maintenance or use of, or allowing another person to use, an account, product or service.

You agree that we may rely exclusively on this Agreement (as amended or changed), other agreements (as amended or changed, and as applicable), and our records to maintain, administer, and manage your accounts, products, and services, now and in the future. If an agreement for another account, product or service does not address a matter contained in this Agreement, this Agreement may nevertheless apply to that agreement. Notwithstanding anything to the contrary contained herein, to the extent there is an inconsistency, conflict, or contradiction between the terms of this Agreement and any other agreement, disclosure, or document, we will be entitled to rely on the provisions or terms that provide the credit union with the most rights, protections, and benefits.

In this Agreement, the words **"you"** or **"your,"** mean you and every person that consents to membership or is otherwise an authorized person. **"EECU," "credit union," "we," "us,"** or **"our"** means EECU, a Texas state-chartered credit union. In this Agreement, **"owner"** means, in addition to you, the persons who have a present ownership interest in the sums on deposit in the multiple party accounts with the credit union, subject to the credit union's lien rights and/or any security interest. A person is not an account "owner" unless specifically designated as such in a completed and signed or consented to application or other applicable document (as determined in our sole discretion) with such application or other applicable document being on file within the records of the credit union. In this Agreement, **"authorized person"** and **"authorized use"** means, without limitation, any person who has actual, implied, or apparent authority, or to whom you or any account owner has given any information, an access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your accounts, products or services. An authorized person may not close or terminate any accounts, products or services.

In this Agreement, **"access device"** means, without limitation, any card or electronic access device such as a computer, tablet, phone, smartphone, automated teller machine (ATM), interactive teller machine (ITM) or other hardware used to check balances or make or process a transaction, along with any codes, tokens, passwords, user ID or personal identification number (PIN) used to access and/or utilize any account, product, or service. In this Agreement, **"transaction"** means any deposit, order, transfer, debit, payment, purchase, withdrawal, point-of-sale (POS) or other instruction, or other activity relating to an account, product, or service.

IRS Requirements. The Internal Revenue Service (IRS) requires the credit union to obtain the taxpayer identification number (TIN) applicable to an account. We require you to certify under penalty of perjury that the TIN provided is correct and whether you are subject to backup

withholding. For a savings account established for the benefit of a minor, the parent or legal guardian must certify the TIN for the minor or the account will be subject to backup withholding. The certification is completed on the credit union's signature card, or on IRS Form W-9, Request for Taxpayer Identification Number and Certification. Federal law requires that the credit union withhold a statutory amount of interest payments or dividend payments (referred to as backup withholding) if you:

- Fail to furnish an SSN or TIN, or
- The Internal Revenue Service notifies us that you furnished an incorrect TIN, or
- You or we are notified by the Internal Revenue Service that you are subject to backup withholding. If a correct TIN is not provided at the time the account is opened, backup withholding will commence immediately.

You must provide us with your TIN promptly after you receive it. After sixty (60) days, if a certified TIN is not furnished, the account may be closed. Certain additional Internal Revenue Service penalties may also apply if you fail to provide your TIN. The TIN for a U.S. citizen or an eligible resident alien individual is a Social Security Number (SSN). For resident or non-resident alien individuals who do not have, or are ineligible for, a Social Security number, the TIN is an IRS Individual Taxpayer Identification Number (ITIN). For legal entities, estates, and trusts the TIN is their Employer Identification Number. For an account to be classified as a "non-resident alien account" all owners of the account must certify their foreign status at the time the account is opened on a Form W-8.

OFAC Compliance. The Department of Treasury's Office of Foreign Assets Control (OFAC) administers and enforces economic sanctions programs implemented by the government. We are required to comply with all OFAC sanctions, which may include rejecting or blocking transactions or funds of certain individuals and entities. By opening an account with us, you agree and affirm that you are not a prohibited individual or entity under any of the sanctions programs administered or enforced by OFAC. You agree that we can freeze and/or reject any transaction we reasonably believe violates any of the OFAC sanctions programs or credit union policy or procedure. You acknowledge and agree that any transaction to or from your account may be delayed or suspended and that a hold may be placed on your account while a transaction is reviewed for possible violations of any of the OFAC sanctions programs and that we will have no liability for any such delays, suspensions, holds and/or any resulting unavailability of funds.

Credit Union Reporting Requirements. Credit unions are required to file a report called a Currency Transaction Report (CTR) with the Internal Revenue Service whenever it has currency transactions that exceed \$10,000 in one business day. This includes both single and multiple transactions, transactions to or from or on behalf of any one individual or other entity, or in or out of any one account, and exchanges of currency. Credit unions are also required to file other reports with the U.S. Treasury Department when a transaction is conducted or attempted by, at, or through a financial institution, involves or aggregates at least \$5,000 in funds or other assets, and the financial institution knows, suspects, or has reason to suspect that: (a) the transaction involves funds derived from illegal activities or is intended or conducted in order to hide or disguise funds or assets derived from illegal activities (including, without limitation, the ownership, nature, source, location, or control of such funds or assets) as part of a plan to violate or evade any federal law or regulation or to avoid any transaction reporting requirement under federal law or regulation; (b) the transaction is designed to evade any requirements of this part or of any other regulations promulgated under the Bank Secrecy Act; or (c) the transaction has no business or apparent lawful purpose or is not the sort in which the particular customer or member would normally be expected to engage, and the financial institution knows of no reasonable explanation for the transaction after examining the available facts, including the background and possible purpose of the transaction. Credit unions are also required to maintain a record of: (i) sales of certain

negotiable instruments such as cashier's checks, money orders, traveler's checks, and other similar instruments when the amount of cash involved is \$3,000 to \$10,000 inclusive; and (ii) fund transfer of \$3,000 or greater. These records must be made available to the U.S. Treasury Department upon request. Financial institutions and individuals may all be subject to prosecution for evading the foregoing reporting requirements. There are both civil and criminal penalties associated with violations of these regulations that may carry significant monetary fines and imprisonment. You agree to assist the credit union in gathering and providing information to meet our reporting requirements.

1. General Conditions and Limitations of Your Relationship with the Credit Union.

a. **Membership Eligibility.** To join the credit union, you must be within our field of membership and meet all regulatory, legal and membership requirements, including the purchase and maintenance of at least one share and maintain the required minimum account balance, if any. The minimum deposit may be waived when opening an account for various reasons (e.g., direct deposit). However, if the account is not funded within sixty (60) calendar days, the account will be closed. This time period is subject to change without notice. No joint owner of a multiple party account may vote or obtain products or services unless that person is a member of the credit union in his/her own right.

b. **EECU's Bylaws.** Our bylaws, which we may amend from time to time, establish the basic rules about our policies and procedures that affect your membership and your accounts, products and services. The bylaws also reinforce our right to require you to give us notice of your intention to withdraw funds from your account.

c. **Credit Reports, Membership-Account Eligibility, and Other Credit Union Services.** To verify your eligibility or continued eligibility for membership, any account, product or service, increases or decreases in services, account limits or credit limits, now and in the future, or as needed to comply with any applicable law, regulation or governmental agency requirements including, but not limited to, the Currency and Foreign Transactions Act (commonly referred to as the Bank Secrecy Act (BSA) and its implementing regulations), as amended, escheatment/abandoned property, privacy, or other issues that may affect your rights, or pursuant to any reasonable actions we take to ensure our compliance with such applicable laws, regulations or governmental agency requirements (all of which are deemed permissible purposes by you and us under the Fair Credit Reporting Act, and its implementing regulations), you expressly authorize us to make inquiries to determine your employment history and to obtain information concerning any accounts, products, services and transactions with other financial institutions (e.g., ChexSystems/Qualifile or similar service), and your credit history including, but not limited to, consumer credit reports (e.g. Experian, Equifax, and TransUnion). We may also report information concerning your credit, accounts, products, or services to others. You agree that this express authority applies to any account, product, or service you request now, or in the future, or which we may offer or make available to you.

d. **Applicable Laws.** You agree to comply with all applicable laws. "Applicable laws" shall include, without limitation, as amended from time to time: (1) Mastercard® Operation Rules, Regulations, and Standards; (2) NACHA's (National Automated Clearing House Association) Operating Rules; (3) the operating regulations of any network through which you initiate or process any transactions; (4) the credit union's bylaws; (5) the Texas Credit Union Act, (6) the rules and regulations of the Texas Credit Union Department, (7) the Texas Finance Code, (8) the Texas Business and Commerce Code, and (9) any and all laws, rules, regulations, or regulatory guidance of the government of the United States, and any state thereof.

e. **Video and Photography.** You understand and agree that, for the safety and security of our members' private information, the credit union prohibits you from photographing, filming, or recording of any type in any credit union branch or facility, including at or near any ATM, ITM or other device which may display or allow the dissemination of confidential information and/or non-public personal

information. In addition, you understand and agree that the credit union may generally photograph, film, or otherwise record events in and around any credit union branch, facility, parking lot, ATM or ITM.

f. Illegal or Illicit Transactions and Gambling.

You warrant and agree that you will not use any account, product, or service to make or facilitate any illegal or illicit transactions as determined by applicable law or as we, in sole our discretion, may determine, and that any such use will constitute a breach of this Agreement. Certain federal and/or state laws, rules or regulations or third-party service providers' rules may limit or prohibit certain transactions including, but not limited to, those coded as possible gambling transactions. The credit union may decline to accept, process, or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which we otherwise deem inappropriate and/or prohibited including, but not limited to, any transaction involving or relating to any gambling activity. Such prohibitions or limitations may affect some otherwise proper or allowable transactions such as debits, charges, or other transactions at or relating to a hotel-casino. You understand and agree such limitations and prohibitions are not within the credit union's control and that the credit union will not have any liability, responsibility, or culpability whatsoever for any such use by you or any authorized person; or for declining to accept, process, or pay any such transaction or process such activity.

g. Controlled Substances Act.

The credit union will not open any accounts, products or services involving dispensaries, agents, businesses supporting the use or distribution of any Schedule 1 controlled substance listed under the Controlled Substances Act. As required by law, the credit union will monitor all account activity and will restrict transactions connected with any Schedule 1 controlled substance. If controlled substance activity is suspected or detected, the account, product or service may be immediately restricted and/or closed at the credit union's sole discretion.

h. Credit Union's Right to Investigate.

It is agreed that it is critical to the credit union and its members that the credit union have full rights to investigate all transactions, methods and means of making transactions to protect its members and the credit union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction, or other notification related to or arising from any transactions, methods or means of making transactions, the credit union shall have full rights of investigation to extend to all persons, means and methods of making transactions. It is expressly agreed that this shall specifically include the right to inspect, scan and copy a member's or person's access devices including, but not limited to, computers, tablets, and smartphones; and to report the credit union's findings of such investigation to all owners and, as applicable, local, state, and federal authorities.

i. Telephone and Electronic Instructions,

Recording Communications and Interactions, and Consent. You agree that the credit union, our affiliates, and our third-party service providers have a right to act upon instructions or orders we receive electronically or digitally (e.g., website interactions, electronic mail (email) and text (SMS) messaging) or by telephone and to monitor and record and retain all website interactions, telephonic and electronic communications and transactions. The decision to record any interaction, conversation, communication, electronic transmission, or other transaction shall be solely at our discretion, and/or the discretion of our affiliates and third-party service providers, and we/they shall have no liability to you for doing so or choosing not to do so. Without limitation, the credit union, our affiliates, and our third-party service providers may monitor and record such things as computer or mobile keystrokes and processes, IP or digital addresses, electronic footprints, cookies related information, and may use "chat bots" or such other similar systems, now and in the future, in gathering information about the use of your accounts, products and services and our account, products, and services generally. You agree that funds in any account with us can be transferred upon the telephonic or electronic request of any account owner, to another account with us, or to any other financial institution. Furthermore, we reserve the right to refuse to execute any telephonic or electronic request or order in our sole discretion.

j. Social Media Communication and Privacy

Expectation. You may elect, from time to time, to use the credit union's or other parties' social media tools and resources to communicate with, or about us. By doing so, you hereby consent to communicating with us via social media. You understand that there is no claim of privacy or privilege regarding information shared or discernible from such use or sharing. You agree that our use of such information does not violate your privacy or other rights. We may use any social media addresses you provide for general correspondence; provided however, official correspondence will continue to be sent to the address and/or email address on file with us. Any communication sent to us via social media shall not be binding upon us. Any communication from us to you via social media is for informational purposes only. Any communication via social media does not change or amend the terms of this Agreement or any other agreement, contract, or disclosure.

k. Limitations on Accounts, Products and

Services for Members who Reside in Non-U.S. Countries or Territories, or in Certain U.S. States.

The credit union may, in our sole discretion, limit, refuse, close or terminate any account, product, or service if: (1) we deem it necessary due to legal/regulatory requirements of a foreign country that are not directly applicable to U.S. residents; or (2) we deem it to be in the credit union's best interests to not provide accounts, products, or services due to potential exposures or obligations under non-US laws, rules or regulations. The credit union may also refuse, restrict, limit, close or terminate any account, product or service if: (1) we, in our sole discretion, deem it necessary due to legal/regulatory requirements of a state in which we do not maintain a physical presence and/or provide services only to a limited number of persons residing in that state; or (2) we, in our sole discretion, deem it to be in the credit union's best interests to not provide accounts, products or services due to potential exposures or obligations arising or related to the laws of a state where we do not maintain a physical presence.

2. Deposits to Your Account and Checks or Other Items

Paid or Cashed. It is your responsibility, not ours, to confirm the accuracy of the amount you deposit. If we determine a discrepancy exists between the declared and the actual amount, we may debit or credit your account, with or without prior notice to you. We can also use the declared amount as the correct amount to be deposited and not adjust a discrepancy if it is less than our standard adjustment amount. We may vary our standard adjustment amount from time to time without notice and use different amounts depending on account type. In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care. Funds may be deposited to an account, in any manner that is acceptable to us. Deposits may be made by mail, in person at any of our offices having facilities to accept deposits, or by direct deposit or other electronic means allowed by us. When we accept deposits and issue receipts, such deposits and receipts are subject to subsequent verification and correction, if necessary. If we determine that a deposit does not contain all items claimed to be deposited, we may correct the error and adjust your account balance without notice to you. **SHOULD WE ACCEPT A DEPOSIT FROM YOU BY ANY ELECTRONICALLY CREATED ITEM, SUCH AS A REMOTELY DEPOSITED CHECK, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE AND EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, WHICH MAY ARISE IN CONNECTION WITH ANY CLAIM BY ANY THIRD PARTY FOR LOSS BASED ON A SUBSEQUENT DEPOSIT OF THE SAME CHECK, WHETHER SUCH ACTION WAS AUTHORIZED BY YOU OR NOT.** In this Agreement, "**check**" means (as defined in the applicable section(s) of Article 3 the Texas Business and Commerce Code) a draft, other than a documentary draft, payable on demand and drawn on a bank or credit union, including the term "share draft." In this Agreement, "**item**" means (as defined in the applicable sections of Articles 3 and 4 of the Texas Business and Commerce Code) an instrument, promise or order to pay money handled by a bank or credit union for collection or payment. To the extent there is a conflict between the definitions of "check" and "item" herein compared to the definitions

set forth in the Texas Business and Commerce Code, the Texas Business and Commerce Code shall control.

If you voluntarily give information about your account (such as our routing number and your account number) to someone and authorize them to draw against your account, we may charge your account and pay any checks and other items, including remotely created checks initiated by the person to whom you gave the information. You also agree that we may pay an electronically created check or other item even though the check or other item was not created from an original paper check, whether presented in the form of a remotely created check or an electronic item. You authorize us to continue to honor checks, items, and debits from a payee (including person or persons identified on the check or item) previously authorized by you, until you instruct us in writing to cease to do so, whether the payee is acting within the scope of your initial authorization, subject only to such liability as may be imposed upon us by applicable law. If you want us to stop honoring checks and other items from a payee previously authorized by you, you must tell us in writing. Until you notify us that such checks and other items are not authorized, we can continue to pay them and will not be liable to you even though the checks and other items are not in accordance with any authorization you may have given. Once notified in writing to stop honoring certain checks and other items, we shall be given a reasonable opportunity to act upon such notice.

Notwithstanding the foregoing, this does not obligate us to honor remotely created checks or other items. We may refuse to honor remotely created checks or other items without cause or prior notice, whether we have honored or dishonored remotely created checks or other items previously. Check deposits made using the credit union's mobile banking application or "app" must be restrictively endorsed "**For Mobile Deposit Only at EECU.**" Endorsing the check any other way may risk the account not being credited for the amount of the check. You agree that we are under no obligation to verify whether the name and account number shown on the remotely created check or other item are accurate. If any information on a remotely created check or other item is incomplete, inaccurate, or in error, you agree that we may, at our sole discretion, either pay the remotely created check or other item and charge your account for it as drawn or refuse to honor the remotely created check or other item and, without prior notice to you, return the check or other item unpaid. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE AND EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, WHICH MAY ARISE FROM OUR HONORING OR DISHONORING ANY REMOTELY CREATED CHECK OR OTHER ITEM AND FROM OUR HONORING CHECKS, ITEMS AND DEBITS FROM A PAYEE PREVIOUSLY AUTHORIZED BY YOU.

a. **Endorsements.** You authorize us, in our discretion, to accept transfers of checks and other items for deposit into any of your accounts if they are made payable to, or to the order of any one or more owners on the account, whether endorsed by all owners or payees. You agree to endorse all checks and other items pursuant to applicable law. Nevertheless, you authorize us to supply missing endorsements of any owners or payees. If we cannot verify an endorsement, we can also decline to pay, cash, or send the item for collection. We can require that all endorsers be present and that you deposit the item instead of cashing it. Also, if a check or other item is drawn so that it is unclear whether one payee's endorsement or two is required, only one endorsement will be required, and you shall be liable for any loss incurred by the drawer (the person who signs or is identified in a check as the person ordering payment) because of there being only one endorsement. You will not place an endorsement, or other writing or marking on a check or other item, in the area reserved for our endorsement as prescribed in our Funds Availability Disclosure or Regulation CC. IF ANY ENDORSEMENT OR ANY OTHER MARKINGS YOU OR ANY PRIOR ENDORSER HAS MADE ON THE CHECK OR OTHER ITEM CAUSES ANY DELAY OR ERROR IN PROCESSING THE CHECK OR OTHER ITEM FOR PAYMENT, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE AND EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS,

WHICH MAY ARISE AS A RESULT OF THAT DELAY OR ERROR, AND FROM ANY SUCH LOSS.

b. **Endorsement Standards.** The area from the trailing edge of a check or item to 1.5 inches from the trailing edge of a check or other item is reserved for the payee's endorsement. You and all other payees must make your endorsements within this prescribed area.

c. **Substitute Checks.** You agree not to deposit any substitute check or other item without our prior written consent. Further, you agree not to deposit any substitute check or other item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE AND EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, WHICH MAY ARISE IN CONNECTION WITH THE SUBSTITUTE CHECK OR OTHER ITEM.

d. **e-Checks and Other Items.** Regarding any electronic check or other item, you agree: (1) that we may pay the check or other item as submitted to us; and (2) that you shall be solely responsible for all information transmitted regarding such check or other item including, but not limited to, the payees, the amount of the check or other item, and endorsements or the lack thereof. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE AND EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, WHICH MAY ARISE IN CONNECTION WITH ANY ELECTRONIC CHECK OR OTHER ITEM YOU AUTHORIZE.

e. **Collection of Deposits.** All deposits received for your accounts shall be subject to Reg CC and our Funds Availability Disclosure, and any additional rules incorporated into such policy. All cash deposits received for your account shall be subject to verification. All counts on cash deposit verifications made by us shall be final.

In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care. By consenting to or otherwise signing the application, or other applicable document, or using any account, product, or service, you specifically waive your rights to notice of nonpayment, dishonor or protest regarding all checks and other items presented for collection. Special instructions for handling a check or other item are effective only if made in writing and accepted by us separately along with the check or other item in question. We will not be liable for any default or negligence of correspondents or for loss in transit, and each correspondent will only be liable for its own negligence. We are authorized to pursue collection of previously dishonored checks or other items (including representment), and in so doing we may permit the payor bank (the bank upon which a check or other item is drawn) to hold a check or other item beyond the midnight deadline. Checks or other items that we present or re-present may be truncated or converted to an electronic or other format. If a check or other item is not paid, you are fully responsible for any loss we may incur in seeking to collect the check or other item for you. Checks or other items not drawn by you upon us are not overdrafts but are "Non-Sufficient Funds Items" that you must pay to us if we incur any loss in seeking to collect such checks or other items for you.

f. **Direct Deposits.** You must notify us at least thirty (30) days prior to any direct deposit (e.g., payroll, Social Security, or other government funds) or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. You must authorize any direct deposit to your accounts by a separate authorization form. **Direct Deposit or Transfer Authorization and Bankruptcy** - If you file bankruptcy and fail to cancel any instructions in your direct deposit or transfer authorization, then you hereby instruct your employer and us to continue to make and apply deposits, make loan payments in order to avoid delinquency, and other transfers in accordance with your authorization, until written notification is received by us to discontinue any payments or transfers and we have had a reasonable opportunity to act on such notice. If we are for any reason required to reimburse the U.S. Government, or other governmental agency, for any benefit payment directly deposited into your account for

any reason, you agree that we may deduct the amount returned from any of your accounts, unless prohibited by law.

g. **Multiple Payees.** Unless any check or other item expressly indicates that the check or other item is payable to conjunctive payees, the check or other item shall be deemed payable in the alternative. If there is any ambiguity, the check or other item, it shall be deemed payable in the alternative (A check payable to "A and B" is a conjunctive item. A check payable to "A or B", "A, B", "A/B", or where A and B are listed on separate lines, or otherwise, where not expressly conjunctive, are payable in the alternative).

h. **Provisional Credit.** In receiving items for deposit or collection, the credit union acts as your collection agent and any settlement given for an item is provisional (i.e., temporary) and may be revoked if payment of the item is not received. When you accept a check or other item for payment, and deposit or negotiate the check or other item, you are liable for the entire amount of the check or other item if it is returned for any reason, even if you paid a portion to a third party or there is a difference between the amount of the check or other item and the amount owed by you. You agree that for any check or other item not paid, returned unpaid, that we believe will be returned unpaid, or is returned pursuant to any applicable operating or clearinghouse rules, the credit union may charge back the check or other item against your account without regard to whether such check or other item was returned within any applicable deadlines. If you cash a check or other item that is later returned, you are liable for the check or other item in the same manner as if the check or other item had been deposited to your account and we will charge back the check or other item to your account. At our option and without notice to you that a check or other item has been returned, we may resubmit any returned check or other item for payment. You waive notice of nonpayment, dishonor, and protest regarding any checks or other items credited to or charged against your account.

You further agree that regardless of any final settlement, if a check or other item is cashed against your account or deposited to your account and is unpaid or is returned to us based upon a breach of warranty claim or any other reason, we may deduct the amount of the check or other item from your account or place a hold on your account for the amount of the check or other item until liability for the check or other item is determined. You acknowledge and agree that at the time you deposit or negotiate a check or other item the credit union cannot determine whether it will be paid or returned. As a result, you acknowledge and agree that the credit union and its employees or agents will not be liable for any statement or action, express or implied, that an item is "verified," "paid," "cleared" "good," "settled," or any other such or similar indication. To determine the status of a check or other item you have deposited or negotiated you must contact the financial institution on which the check or other item was drawn. If final payment is not received, we may charge your account for the amount of such checks, items, and transfers and impose all fees/charges set forth in the current version of our Account Fee Schedule without notice. We have no obligation to provide any separate notice under this provision, and you agree that our indication of any credits or debits hereunder reflected on your periodic statements shall be deemed sufficient notice for all purposes.

i. **Right to Refuse Deposit.** We may decline all or part of a deposit, including cash. This could happen if a payee is not a joint owner or authorized representative on your account, we cannot verify an endorsement, the check was issued from a credit account, the check looks suspicious, or it is a non-U.S. item. If we decline a deposit that you mailed to us, we may return it to you at your cost (including charging you for postage and handling to return foreign currency coin or paper) or retain any invalid checks or other documents included in the deposit without crediting your account, at our discretion.

If you request that we accept a check or other item for a deposit that has already been deposited at a financial institution but returned, we are under no obligation to accept that check or other item for deposit. IF WE DO, HOWEVER, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE AND EXPENSE, INCLUDING REASONABLE ATTORNEYS'

FEES AND COSTS, WHICH MAY ARISE BECAUSE OF OUR ACCEPTANCE OF THE CHECK OR OTHER ITEM. In any event, in our sole discretion, we may refuse any deposit, limit the amount which may be deposited, accept all or any part of a deposit for collection only, return all or any part of any deposit, or close the account subject to applicable law. All collection items may be subject to collection fees charged by other financial institutions.

j. **Checks from Source Other Than Credit Union Approved Vendor and Use of Wash Preventive Ink.** Your checks must meet our check standards, including paper stock and dimensions. We may refuse checks that do not or that cannot be processed by our equipment. Checks must include our name and address as provided by us. Certain check features, such as security features, may impair the quality of a check image. Also, you understand that checks can be washed unless you use a wash preventive ink. Therefore, you acknowledge and agree that we have no responsibility or liability to you whatsoever resulting, arising or relating from/to: alterations, forgery, non-payment; returns as no account/insufficient funds or otherwise; limitations we do not specifically agree to in writing; or any other processing/payment error with regard to any check that is not printed by our approved vendor(s) or your failure to use wash preventive ink in the writing of any check(s).

We require that checks purchased or printed from sources other than the credit union contain security features that will prevent the check from being counterfeited. The minimum features required are an artificial watermark, "VOID" pantograph, micro-print lines, bleed-through check numbering, a warning band, and a Regulation CC endorsement backer on the reverse of the check. If you use checks that do not meet these minimum required counterfeit-avoidance security standards, and your checks are counterfeited, we may refuse to honor your request for reimbursement of any losses you may suffer. **We are not responsible for losses that result from your failure to follow our check standards.**

k. **Transaction Limitations and the Credit Union's Business Days.** Except as may be otherwise expressly provided in this Agreement, all transactions after our "daily cut-off time" and made on days that we are not open for business shall be treated, transmitted, recorded, etc., as applicable and appropriate, as if received on the next business day that we are open for business. Deposits, orders, instructions, requests, etc., received by mail, electronically (as applicable), at an unstaffed facility or outside depository, will be processed and credited only when received by us, and we shall have no responsibility until we receive them.

l. **Bulk Deposits.** We may require multiple deposited checks (more than ten (10) items) to be prepared in bulk (batch) before accepting the deposit. We may, but are not obligated to, initially accept the batch for its face value without verifying the value of each check in the batch. Verification of the items will occur in the check proof process. We reserve the right to adjust the balance in your account to correct any differences between the initial posted deposit amount and the subsequent verified deposit amount.

m. **Lost Items; Collection Agent Only.** In receiving checks and other items from you (e.g., for withdrawal, collection, or deposit), we act only as a depository and reserve the right to reverse any credit given for such checks or other items or to charge your account for them if they become lost in the collection process or are uncollectable for any reason. You waive notice of dishonor on any check or other item charged back to the account. Such a chargeback may cause an overdraft or a negative balance in the account and may cause you to incur a fee(s) in accordance with the current version of our Account Fee Schedule.

n. **Shared Branching.** With respect to checks and other items deposited at shared branch locations (meaning branches of credit unions other than this credit union that accept deposits for our members through participation in a shared branch network), funds will be subject to certain exceptions, including the following exceptions:

- Your Ability to Withdraw Funds – Our policy is to delay the availability of funds from non-cash deposits that are accepted at a

shared branch location. During the delay, you may not withdraw the funds in cash, and we will not use the funds to pay checks that you have written or other withdrawals you have authorized.

- Foreign checks will not be accepted at a shared branch.
- All transactions with the shared branch credit union are subject to our rules, policies, and procedures – including security, identification, Bank Secrecy Act, and all other applicable laws.

o. **Foreign Checks.** We may refuse to accept for deposit or collection items payable in a currency other than U.S. dollars. If we accept such an item, you assume the risk associated with currency fluctuation. Items drawn on foreign banks are subject to final payment by the foreign bank and as such may be returned unpaid later than a similar item drawn on a U.S. bank. U.S. laws and regulations governing the time for returns and collections are not applicable, and you bear the entire risk of a returned item which can be charged back to your account at any time. You agree that we may use our current buying or selling rate, as applicable, when processing such an item, inclusive of any domestic or foreign bank fees.

p. **Postdated and Stale Dated Checks.** We may pay any check or other item without regard to its date. You agree not to deposit checks or other items before they are properly payable. We are not obligated to pay any check or other item drawn on your account, which is presented more than six (6) months past its date; however, we have no obligation or liability to you or any other party in the chain of the collection process if we do so.

q. **Stop Payment Orders.** You may stop payment of checks drawn on your account. A stop payment order, renewal or revocation shall not, however, be effective until we have had a reasonable opportunity to act on any such order, renewal, or revocation. A stop payment order must state the precise amount, date, check number, name of payee, and any other information that we may reasonably require. If that information is not provided, we will not be responsible if we are unable to stop payment. If the stop payment 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 fourteen (14) days after which it must be renewed in writing. Any stop payment order or renewal will incur a fee which is reflected on the current version of our Account Fee Schedule. You agree that we may honor a stop payment order, renewal or revocation if made by the person who signed the check to be stopped, any account owner, any authorized person, or any other person who is otherwise enabled or allowed to transact business relating to the account. **YOU AGREE THAT WE WILL NOT BE LIABLE, AND THAT YOU WILL HOLD US HARMLESS, FOR AND FROM ANY INADVERTENT PAYMENT OF ANY CHECK, NOTWITHSTANDING A STOP PAYMENT ORDER, IF WE HAVE USED ORDINARY CARE AND FOLLOWED OUR USUAL PRACTICES IN HANDLING SUCH AN ORDER.**

If you provide written confirmation, your stop payment order will be effective for a period of six (6) months. Alternately, the credit union, in its sole discretion, may confirm any oral stop payment order in writing by sending a notice to the address shown in our records, but has no obligation to do so. Such written confirmation by us will also be effective for a period of six (6) months. To extend the stop payment order for an additional six (6) months, you must deliver to us an additional written request as described above. If a check is paid over a valid stop payment order due to our failure to exercise ordinary care, we may be obligated to credit your account for your actual loss. We also may not be able to credit your account and you will have to address this matter with the payee. In no event will we be liable to you for more than the actual loss you suffered because of the inadvertent payment up to the amount of the check giving rise to the loss, unless otherwise required by applicable law. You agree that it will be your sole responsibility to establish any such actual loss. If we re-credit your account after paying a check over a valid stop payment order, you will take whatever action we deem necessary to transfer to us all your rights against the payee or holder of the check and to assist us if we take legal action against the payee or any other person. If you repeatedly place stop payment orders on your checks or other items drawn against insufficient funds, we may consider

that account abuse and may terminate your account. We, on our own accord, may place a stop payment on any check or other item.

Notwithstanding anything to the contrary contained herein, the credit union will not be responsible for any loss as a result of honoring a check: (1) more than fourteen (14) days after receipt of your oral order to stop payment; (2) more than six (6) months after your written order to stop payment, our written confirmation, or more than six (6) months after a written extension as provided herein; (3) if you fail to provide us with complete and accurate information; (4) you fail to meet your obligations as noted in this section or otherwise in this Agreement; or (5) if we exercised ordinary care in attempting to stop payment.

You may not stop payment on any certified check, cashier's check, teller's check, or other instrument guaranteed by us. If you request that we stop payment of any certified check, cashier's check, or teller's check, we shall be under no obligation to do so. However, if, in our sole discretion, we agree to stop payment at your request, you will be required to provide us with an indemnity 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 check or item.

For information concerning your right to stop payment of preauthorized electronic fund transfers, please see the Electronic Fund Transfers Agreement and Disclosure attachment for details.

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE AND EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, WHICH MAY ARISE BY VIRTUE OF OUR REFUSING PAYMENT OF ANY CHECK OR OTHER ITEM ON WHICH YOU HAVE STOPPED PAYMENT, AS WELL AS FOR PAYMENT OF ANY CHECK OR OTHER ITEM AFTER YOUR STOP PAYMENT ORDER HAS EXPIRED.

r. **Identification of Account.** You will be responsible for any loss, damage, and expense caused by your failure to properly identify the account to which a deposit is intended to be made.

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

a. **Payment Order of Your Transactions.** There are basically two types of transactions related to your account: (1) credits or deposits of money into your account and (2) debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when the credit union posts transactions to your account.

Credits - Most deposits are added to your account when the credit union receives them. There may be extended holds on certain checks. Thus, your available balance may not reflect the most recent deposits to your account. For details on the availability for withdrawal of your deposits, you should read the sections of this Agreement and other applicable disclosures addressing funds availability including, but not limited to, the credit union's Funds Availability Disclosure.

Debits - There are several types of debit transactions from, or payments out of, your account. Debit transactions are described generally below. There are many ways transactions are presented for payment by merchants, and the credit union is not necessarily in control of when transactions are received.

Checks. When you write a check, it is processed through the Federal Reserve system. The credit union receives data files of cashed checks from the Federal Reserve each business day. The checks drawn on your account are compiled from these data files and paid daily. To your

benefit, when multiple withdrawals are processed in the same debit posting, items will be processed from the lowest to highest amount.

ACH Payments. The credit union receives data files every business day from the Federal Reserve with Automated Clearing House or ACH transactions. These include, for example, automatic bill payments. To your benefit, when multiple withdrawals are processed in the same debit posting, items will be processed from the lowest to highest amount.

Point of Sale (POS) Debit Card Transactions. These are transactions where you use your debit card, and you enter your personal identification number (PIN) at the time of the sale. They are like ATM withdrawals because money is usually deducted from your account immediately at the time of the transaction.

Signature Debit Card Transactions. These are transactions where you make a purchase with your debit card, and you do not enter your PIN. In these situations, the merchant may seek prior authorization for the transaction. When that happens, the credit union generally places a temporary hold against the available funds in your account. The credit union refers to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from your available balance. Authorization holds are deducted from your available balance, but not your actual balance until the actual debits are received by the credit union and posted to your account. At some point after you perform the transaction, it is processed by the merchant and submitted to the credit union for payment. This can happen hours or sometimes days after you perform the transaction, depending on the merchant and its processing company. Note: Some lower dollar signature debit card transactions may be processed as a POS transaction (without entry of your PIN), deducting money from your account immediately at the time of the transaction; the credit union has no control over how transactions are processed or routed by a merchant.

The amount of an authorization hold may differ from the actual payment to the merchant because the final transaction amount may not yet be known to the merchant when the authorization request is submitted to the credit union. For example, if you use your debit card at a restaurant, a hold will be placed in the amount of the bill presented to you, but when the transaction posts or settles to your account, it may include any tip that you have added to the bill. This may also be the case where you swipe your debit card at car rental companies, gas stations, hotels, and other retail establishments. The credit union cannot control how much a merchant asks the credit union to authorize, or when a merchant submits a transaction for payment.

ATM Withdrawals. These transactions are like POS debit card transactions because money is usually deducted from your account immediately at the time of the transaction.

This is a general description of how certain types of transactions are posted. These practices may change, and the credit union reserves the right to pay items in any order it chooses as permitted by law. The credit union may receive multiple deposit and withdrawal transactions on your account in many different forms throughout each business day.

Why this is Important to You: The order in which items are paid is important if there is not enough available balance in your account to pay all of the checks and other items that are presented.

b. **Overdraft Payment Services.** Please see the Overdraft Services Disclosure and Agreement attached to, and made a part of, this Agreement for more details on our overdraft services. The credit union typically does not pay overdrafts if your account is overdrawn, or if you have had excessive overdrafts. If you have a checking account and are in good standing with the credit union (e.g., not continuously overdrawn for more than twenty (20) days, not in default of any loan, your account is not subject to legal action, and receives regular deposits), you may be entitled to use our overdraft service, which allows you to overdraft your account up to a set limit, as

determined by us in our sole discretion. The overdraft limit may change from time to time and any overdraft limit is not a guarantee of payment. An overdraft limit, if any, may be reduced by small dollar loans and fees outstanding. Overdrafts will incur fees based on the current version of our Account Fee Schedule. Notwithstanding anything contained in the Agreement, we reserve the right to suspend or remove overdraft privileges at our discretion without notice unless required by law.

We offer two (2) types of overdraft services:

- **Standard Overdraft Protection.** Under our *Standard Overdraft Protection*:
 - **We may** authorize checks, other transactions using your checking account number, and automatic bill payments (such as recurring debit card and ACH transactions) into overdraft and charge a fee in accordance with the current version of our Account Fee Schedule.
 - **We will not** authorize ATM and everyday (one-time) debit card transactions into overdraft, unless your account is enrolled in our *Courtesy Overdraft Protection*, and you agree to additional terms and disclosures as we may determine.

Whether we pay transactions into overdraft is at our discretion and we reserve the right not to pay into overdraft. You can remove our Standard Overdraft Protection from your account at any time. If you remove it, you will not be eligible for our Courtesy Overdraft Protection (see below). Also, if you remove it, the following will happen if you do not have enough available money in your checking account, or in accounts linked for overdraft protection, to cover a transaction when it is presented to us for payment or authorization:

- **We will** return your checks and other returnable items, such as ACH payments, as unpaid and charge a non-sufficient funds (NSF) fee in accordance with the current version of our Account Fee Schedule.
- **We will not** authorize certain transactions such as recurring debit card transactions or bill pay transactions into overdraft.

Note: Subject to a de minimis transaction dollar threshold established by the credit union, if any, we will charge an NSF fee each time a check or other item or transaction is presented to us, even if the transaction was previously presented and rejected/returned due to an insufficient available balance. Thus, you may be charged multiple NSF fees for each check or other item or transaction you authorize. We have no control over the number of times a merchant or payee will present a check or other item or transaction for payment. The NSF fee is disclosed in the current version of our Account Fee Schedule.

- **Courtesy Overdraft Protection.** Under our *Courtesy Overdraft Protection*:
 - **We may** authorize ATM and everyday (one-time) debit card transactions into overdraft and charge a fee in accordance with the current version of our Account Fee Schedule.

Whether we pay transactions into overdraft is at our discretion and we reserve the right not to pay into overdraft. You can remove Courtesy Overdraft Protection from your account at any time. If you remove it, the following will happen if you do not have enough money in your checking account or in accounts linked for overdraft protection to cover a transaction when it is presented to us for payment or authorization:

- **We will not** authorize certain transactions such as ATM and everyday (one-time) debit card transactions.

You understand that the classification of a debit card transaction (except ATM transactions) as recurring or non-recurring (i.e., one-time) is determined by merchants, other institutions, or other third parties before the transaction is presented to us for authorization or payment. We will treat and process such debit card transactions in the manner they are presented to us, which may result in a one-time debit card transaction presented as recurring preauthorized transactions and vice versa.

c. **Third Parties.** You understand and agree that we have no control over when or how third parties (or entities who process transactions for them) you elect to do business with "code" transactions. For instance, these third parties have full control over the amounts of transactions they may enter per your relationship with them, and they may code transactions as recurring or non-recurring which may affect the payment order of transactions and the application of any overdraft service you have with us. You authorize us to accept transactions based upon the coding submitted by third parties and that we may rely upon such coding in processing all transactions and services for you. We make no, and hereby disclaim, any and all representations or warranties, expressed or implied, regarding the characterization or coding of any payments. Your sole recourse for improperly coded payments is with the merchant processing the transaction and not us.

d. **Restrictions on Withdrawals from All Accounts/Transactions.** In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any accounts of not less than seven (7) but not more than sixty (60) days before the intended date of withdrawal. If there are sufficient available funds to cover some, but not all of your withdrawal orders, we may permit those for which there are sufficient available funds in any order we choose. We may refuse to allow any transaction and/or freeze your account, and will advise you only when required by applicable law if, for example and without limitation: (1) there is a dispute between account owners or conflicting claims regarding the funds in an account (entitling us to interplead all or any portion of the funds from an account into an appropriate court for resolution); (2) a legal garnishment, attachment, levy or other legal process is served on us; (3) the account secures any obligation owed to us; (4) any required documentation has not been provided to us; or (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due. Any legal process or adverse claim is subordinate to our lien and security interest in all funds in your accounts. If we freeze any of your accounts, we will only be obligated to remove the freeze upon receipt of either an agreement signed by all interested person or a legal document, which meets our requirements. In addition to the foregoing, if any account owner or authorized person should instruct the credit union to make a large cash withdrawal (the definition of which shall be within the credit union's sole discretion and may change any time without prior notice) in lieu of other methods of transferring funds offered by the credit union, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE AND EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, WHICH MAY ARISE FROM OR IN ANY WAY RELATE TO YOUR POSSESSION OF ANY LARGE SUMS OF CASH FROM THE MOMENT POSSESSION OF SUCH CASH IS MADE AVAILABLE TO YOU; and you will execute and deliver any further releases the credit union may require in connection with any such withdrawal. For reasons that include your safety and that of the credit union, large amounts of cash are not maintained at any credit union facility. As a result, daily cash withdrawals may be limited. Any amounts in excess of any such limit must be facilitated by other means such as a cashier's check or wire transfer.

e. **Checking Accounts.** The credit union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. We also reserve the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. If we accept a check or other item not on a form approved by us, you will be responsible for any loss by us in handling the item. Because of the nature of the credit union check program, neither the credit union nor any other processing entities shall be responsible for the authenticity of the checks with regard to the signature or alterations; and checks and other items, when presented, shall be paid without verification. We may disregard all information on, or any writing or memorandum attached to, any check or item except for your signature, the amount, and the information that

is magnetically encoded. You agree that we do not fail to use ordinary care because our procedures do not provide for sight examination. You will notify us immediately if you learn, or have reason to believe or know, that any of your checks have been lost or stolen. **If you are negligent in safeguarding your checks or if there is a processing problem due to your use of a check printer we do not approve, we will not have any liability or responsibility for any losses you incur.**

Check Copies: You understand that when paid, your original check (or any substitute check) becomes property of the credit union and may not be returned to you. We have no obligation to retain the originals of any checks, items, or any documentation. You agree to keep a copy of your original check to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide a copy or an electronic image of the original check. The credit union may charge you a fee as set forth in the current version of our Account Fee Schedule for each requested check or item and for research, as applicable. You agree that it is your duty to examine your periodic statements promptly, and your obligation to promptly notify us in the event of any error, is not waived or diminished in any respect by our retention of checks or other items drawn on your account.

f. **Check 21.** Check processing is getting faster, and more checks are being processed "electronically." Because of electronic processing, a "substitute check" may be created. There are differences between your original check and a substitute check and your legal rights. **Substitute Checks:** What is a substitute check? To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of the substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use the substitute check as proof of payment just like the original check. Some or all of the checks that are returned to you from us, if any, may be substitute checks. You have rights under applicable laws with respect to transactions involving a substitute check. A substitute check does not include, and Check 21 rights do not apply to, original checks, photocopies of original checks, or to electronic debits to your account.

g. **Conversion of Checks to Electronic Fund Transfers.** In some circumstances, a person, merchant, or other organization may convert your check into an electronic funds transfer (EFT) and debit your account. **The conversion of your check is covered by the Electronic Funds Transfer Agreement and Disclosure attachment to this Agreement.** You agree that we may honor the EFT and debit your account just as if the original check was presented for payment. Should a person, merchant or other organization convert your check to an EFT, and you want a copy of the check, you will have to obtain a copy of the check from such party. You understand that if we return your check to the person, merchant, or organization, unpaid for insufficient funds or if there is a stop payment order, the person, merchant, or organization may try to represent the check as an EFT. The EFT that represents the dishonored check will be treated as a re-presented check and will be subject to a fee as disclosed in the current version of our Account Fee Schedule. Each presentment will result in an additional fee.

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

i. **Checks you Request from the Credit Union.** If you request that any check be issued by the credit union pursuant to

any means we make available, then all such checks at our discretion, may be made payable to the first named owner of the account, trustee, custodian, or as otherwise indicated on your application with us and will be mailed, at our discretion, to the address of record.

j. **International ACH Transactions.** You acknowledge that in the event an International ACH Transaction ("IAT") entry that is transmitted to or from any of your accounts is identified and designated by the credit union's screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"), then the settlement of such an IAT entry may be delayed or suspended pending our review of the IAT entry and may be terminated under applicable OFAC Rules. You also acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT entry if the IAT entry is required to be terminated under the OFAC Rules. You agree that any delay described in the forgoing provisions of this paragraph is a permissible delay under the applicable laws relating to the availability of funds held in deposit accounts. In the event an IAT entry is delayed or terminated, we will provide an account owner such notice as may be required by the NACHA Rules, OFAC Rules, or other applicable laws.

k. **Right to Reject, Delay or Suspend.** We will not be obligated to honor, in whole or in part (or may delay or suspend), any transaction or instruction not otherwise prohibited by applicable law. Such transactions or instructions include, but are not limited to: (1) not made in accordance with any term or condition applicable to the relevant account or this Agreement, (2) we reasonably believe may have been requested or issued without proper authority, (3) involves funds subject to a hold, dispute, restriction or legal process which we believe prevents withdrawal, (4) we reasonably believe might violate applicable laws, including the laws or regulations of the United States or any state, including without limitation, regulations of the Office of Foreign Asset Control (OFAC), (5) would violate any applicable provision of any risk control program of the NCUA, the Texas Credit Union Department, or applicable rule or regulation of any other federal or state regulatory authority, (6) is not in accordance with any other requirement of our applicable bylaws, policies, procedures or practices, (7) our systems are inoperative due to problems or an emergency, (8) we are unable to contact you, (9) failure to provide the required documentation, information or proof of identity, (10) failure to follow our instructions, (11) failure to use the correct method or applicable document or form, (12) exceeding any applicable limit set by us or applicable law, (13) inactive or abandoned account, product or service, (14) lack of available funds, (15) funds are collateral for an obligation, (16) any lost or stolen access device, (17) business compliance purposes, (18) to stop or prevent a loss to you or us, (19) potential for lack of capacity or undue influence, (20) termination of the account, product or service by you or us, (21) funds held or offset per a security interest or lien, (22) unpaid checks or other items, (23) stop payment orders, (24) our belief that the transaction may be fraudulent, (25) a potential forgery or alteration, (26) abuse or threats against the credit union or our employees, (27) for your safety and/or our safety, or (28) any other reason we believe, in our sole discretion, is appropriate to manage the business of the credit union. You agree that any such action is permissible under the terms of this Agreement. For clarification purposes, the credit union further reserves the right to reject any deposit, for any reason, and at any time and from time to time. You agree that such action is permissible under the terms of this Agreement.

l. **Death or Incompetence of Account Owner.** We may continue to accept deposits to an account, to pay checks and other 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 have actual written notice of the account owner's death or of a court ordered adjudication of incompetence, and we have had a reasonable opportunity to act upon any such written notice or court order. Subject to our policies and procedures, and subject to any separate, prior written and signed agreement we may enter into with any surviving account owner, once we are properly notified of a member's death or adjudicated incompetence, we may pay checks and other items drawn against the account or other payment orders authorized by the deceased account owner for a period of ten (10) days after the account owner's death unless we are ordered to stop payment by a person

reasonably claiming an interest in the account or court order. We may require any person claiming an interest in the account to provide appropriate proof of claimant's authority and to indemnify and hold us harmless from and against any losses arising out of the payment of any such claim. This Agreement will be binding upon the executor, administrator, heirs and legal representatives of any deceased account owner and any account owner who is adjudicated incompetent, and binding upon any person or entity claiming by, through or under such parties. If any surviving owner on a multiple party account is a member of the credit union, we may, at our option, require that the account be closed and reopened in the name of that surviving owner.

m. **Transaction Limitations for all Savings and Money Market Savings Accounts.** The credit union reserves the right to impose limits on the number of certain types of withdrawals and transfers you can make each month from your savings and money market accounts. If applicable, any such limitations will not apply to withdrawals you make at one of our branches, by mail or at an ATM. Such limitations, as applicable, will be made in accordance with applicable law and at the credit union's discretion. If you exceed the transaction limits on more than an occasional basis, we may revoke your privileges on that account or we may convert your savings or money market account to another type of account, such as a checking account. Your funds may no longer earn interest after we convert your account.

n. **Copies of Documents.** We do not typically keep the original paper documents (like deposit slips) associated with your account, product, or service. We make electronic copies of most of the documents and destroy the paper originals. Electronic images are one type of media that is used, but as technology changes, there are and will be other copying techniques. You agree that such copies will be sufficient for all purposes. To facilitate check imaging and electronic check collection, it is important that you take care with the transactions you create on paper. When completing a check, you must: (1) write clearly; (2) use black or dark blue ink in the date, pay to, amount, and signature fields; (3) use only the space provided for your part of a transaction. **You agree to reimburse us for any losses and costs we incur because of a poor check image caused by a deficiency in the written check, whether due to your failure to follow our guidelines or otherwise. You also agree to reimburse us for any losses and costs we incur because of a poor check image caused by a deficiency in the written check that you accepted and deposited as the payee. Certain fees as set forth in the current version of our Account Fee Schedule may also apply.**

4. **Collection Items.** We may accept certain items on a collection basis only. A collection item (also called a noncash item) is an item presented to a financial institution for deposit which requires special handling. We route and process collection items separately from your other deposits (e.g., "demand item" or cash deposits). We will credit your account for collection items only after we receive payment for them. Upon presentation of a collection item, we will follow the presenting institution's instructions and pay the item if funds are available in your account or otherwise pursuant to your agreements with us. We charge fees for processing collection items (sending and receiving) as set forth in the current version of our Account Fee Schedule. The financial institution on which the collection item is drawn may also charge you fees. If the other financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your account. Fees may apply even if the collection item is returned unpaid. We are not responsible for the insolvency, neglect, misconduct, or default of another financial institution or person or for loss or destruction of an item in the possession of others or in transit.

5. **Signatures and Authorizations.** You authorize the credit union to make transfers of funds from time to time from any deposit or credit account upon instruction of any individual using a correct account name, account number, security code or word, confidential identification number, or other information the credit union has on file about you, your account or any other authorized signer on your account, and whether given orally, by telephone, in person, in writing, through an ATM, ITM, point-of-sale terminal, or any other method. Any such transfers may also

be governed by separate agreement with the credit union pertaining to such services. You acknowledge that the credit union has no method to determine whether a transaction conducted with the use of a valid account name, account number, security code or other information which the credit union has on file about you, or your account was proper and therefore authorize the credit union to complete any such transaction in which the credit union receives such identifying information. You authorize us to recognize any of the signatures set forth on the application, or other applicable document we deem appropriate, in the payment of funds or the transaction of any business for your accounts. You authorize us to pay a check presented for payment even though the signature or signatures thereon do not correspond exactly with the signatures on the application or other applicable document. We are not, however, obligated to honor a check unless the signature or signatures do correspond exactly with the signatures on the application or other applicable document. We may recognize facsimile signatures, signatures imprinted by mechanical devices or any authentications, including orders to pay that are received electronically or telephonically. We may accept and pay checks and other items which are submitted by third parties to whom you have given or otherwise disclosed your account number. You agree that we may act upon and rely upon documentation, correspondence, or other instructions with respect to your accounts, products, or services which we receive by way of electronic or facsimile transmission, and you agree to such verification procedures as we may implement from time to time.

6. **Authorized Signature.** If we allow authorized signers on your account, we will not be liable for refusing any check or other item if we believe in good faith that the signature on such check or other item is not genuine. We are authorized to honor any transactions initiated by a third person if you provide your access device or other information to a third person. You agree that if you authorize the use of stamp/facsimile signature, electronic signature, electronic acknowledgment, access device or biometric, we will not be liable for honoring any check or other item that appears to bear your stamp/facsimile, electronic signature, or made via access device or biometric even if made by an unauthorized person. You are solely responsible to ensure that you maintain the security and possession of any stamp, other facsimile signature, access device or biometric. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE AND EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, WHICH MAY ARISE FROM CHECKS AND OTHER ITEMS PAID OVER A FORGED OR UNAUTHORIZED SIGNATURE, ELECTRONIC SIGNATURE, ELECTRONIC ACKNOWLEDGEMENT, ACCESS DEVICE, OR BIOMETRIC. In this Agreement, "**biometrics**" or "**use of biometrics**" means the credit union may provide access to your accounts using fingerprints or other biometrics. You may elect to the use of such biometrics, and, if so, will cooperate with the credit union in implementing any new technology. Biometric technologies may be used for authentication of your identity. A biometric identifier measures an individual's unique physical characteristics and compares it to a stored digital template for authentication. A physical characteristic can be a thumbprint, fingerprint, facial recognition, or iris pattern. A biometric identifier can be one of several methods used to access any account, product, or service.

Important Notice on Biometrics: When you enable biometric access, every person with a recognized fingerprint or other identifier may access your accounts, view your information, conduct transactions on your behalf, and has your authority to engage in these activities. Use of biometrics may expand the number of persons who have access to your account regardless of the owners identified on your account. IT IS YOUR RESPONSIBILITY TO ENSURE THAT ANY INDIVIDUALS WITH ACCESS TO YOUR DEVICES, ACCOUNTS, PRODUCTS AND SERVICES HAVE APPROPRIATE PERMISSION AND AUTHORITY TO VIEW YOUR FINANCIAL INFORMATION AND/OR CONDUCT TRANSACTIONS ON YOUR ACCOUNTS. THE CREDIT UNION HAS NO RESPONSIBILITY TO VERIFY THE AUTHORIZATION OF EACH ACCESS DEVICE USER AND IT IS ASSUMED THAT THEY HAVE AUTHORITY TO CHECK BALANCES, CONDUCT TRANSACTIONS ON YOUR ACCOUNTS AND/OR PERFORM TRANSACTIONS ON AND REQUEST OTHER PRODUCTS AND SERVICES. FURTHER, IT IS YOUR RESPONSIBILITY TO ENSURE THAT NO

UNAUTHORIZED MODIFICATIONS TO YOUR ACCESS DEVICE OCCUR, AS THESE MODIFICATIONS CAN CAUSE SECURITY VULNERABILITIES.

7. **Account Access.** If you authorize anyone to use your access devices, that authority shall continue until you specifically revoke such authority by notifying the credit union in writing, and we have had a reasonable opportunity to act on it. If we or any of our agents or representatives communicate with you regarding any transaction and you verify the transaction, you agree we may rely on your verification; and that any such transactions shall be deemed authorized by you. If you fail to maintain the security of your access devices and the credit union suffers a loss, we may terminate any or all your accounts immediately. This definition of "authorize" is intended to be construed broadly and includes, without limitation, all authorized persons and all persons acting under a written document such as a power of attorney as well as any person that is authorized to make deposits or debits to or from your accounts with us.

a. **Authorized Persons.** All withdrawals, transfers and transactions made by any person to whom you have at any time provided authority or the means to access your accounts or other products or services shall be deemed authorized by you, and the credit union will not have any responsibility or liability whatsoever for such withdrawals, transfers, or other transactions.

b. **Access to Account Information.** You agree that all owners and authorized persons may have access to all the information you provide to us, or which we gather and maintain regarding our relationships with you. This includes, but is not limited to, information regarding any transactions, account history, your loan relationships with us, and other information relating to or arising regarding any of your accounts, products, or services. Further, you understand that we may utilize a consolidated statement for your accounts, products, and services. You understand and agree that we are authorized to send jointly and/or provide to any individual owner a statement that includes all the information on the consolidated statement even though all parties receiving the statement may not be owners as to all the accounts, products or services addressed in the statement. IF YOU PROVIDE US WITH AN EMAIL ADDRESS YOU AGREE THAT WE MAY SEND ANY COMMUNICATIONS USING THAT EMAIL ADDRESS AND IT SHALL BE SOLELY YOUR RESPONSIBILITY TO ENSURE ACCESS IS LIMITED TO THOSE PERSONS AUTHORIZED BY YOU.

c. **Access by Third Parties.** When you give another person access to your accounts or account information you understand and agree that we have no liability or obligation for any errors, claims or losses of any type of nature whatsoever relating to any transactions initiated because of your relationship with that third party, including any claims or losses that may arise from any access to your accounts or personal information. By giving, whether orally, electronically, or in writing, a third-party information about your account (for example, your account number appearing at the bottom of your check or your access devices), you are authorizing these parties to generate orders, withdrawing money from your account in the amounts they draw, payable to whom they identify. All orders generated by third parties who have your account information are deemed to be authorized by you. You authorize us to honor those orders and we have no obligation to re-credit your account. Further, you agree that we can rely on the representations made to us by a third party, and our duties to you hereunder do not require us to investigate or document a request for such information.

d. **Your Obligations.** This provision applies to non-electronic funds transfer services. You will immediately report to us any lost or stolen checks or other stolen items, and any unauthorized actions or transactions on your account. You will request a stop payment on any lost or stolen checks or other items. We are not liable if we pay any lost or stolen checks or other items that are forged or altered if the checks or other items would not have been paid if you had reported or stopped payment on them in a timely manner. You will notify us immediately if any confidential information about your account is disclosed to an unauthorized person. You are responsible for any action or transaction involving your account, product or service made with the use of such information.

8. Account Ownership

a. Single Party Accounts. Under this type of account ownership, the sole party to the account owns the account. If you open a single party account, upon your death, and absent any payable on death designation, ownership of the account passes as part of your estate under your Last Will and Testament or by applicable intestacy laws. In the credit union's discretion, we may accept an individual as an additional authorized person on the account and consider this individual as an agent for you and not as an owner of the account. The designation of an authorized person or signatory will be made in a manner acceptable to the credit union, in our sole discretion.

b. Account Closure. You may close a single party account at any time by notifying us in writing in such form as we may require. In our discretion, a signed receipt showing a zero balance may be sufficient written notice of an account closure. We have the right, but not obligation, to require the written consent of all parties to a multiple party account for closure. We are not responsible for any transactions after your account is terminated. However, if we pay any check or other item after termination, you agree to reimburse us immediately upon demand. Should your account be closed at any time or times by withdrawal of the balance in the account and later re-opened by you, and a new Membership and Account Agreement or application is not signed, such re-opened account shall be subject to the terms and conditions of this Agreement.

c. Multiple Party Accounts with Rights of Survivorship. The parties to this type of account will be referred to as "owners" or "joint owners." The parties to the account own the account in proportion to the parties' net contributions to the account. All funds deposited into a multiple party account, including any earnings thereon, shall be owned by you jointly with all other owners, with rights of survivorship. **WE DO NOT OFFER MULTIPLE PARTY ACCOUNTS WITHOUT RIGHTS OF SURVIVORSHIP.** Further, we do not have any duty to inquire as to the source of funds deposited to a multiple party account, or to inquire as to the proposed application or use of any sum withdrawn from the account. On the death of one party to a multiple party account, all sums in such account on the date of the death automatically vest in and belong to the surviving owner or owners as his/her/their separate property and estate unless subject to our right of set-off or a pledge of the funds in the accounts, in which case all sums in the accounts will belong to us regardless of contributions, up to the amount of the obligations owed. Payment to any owner or authorized person shall be valid and discharge us from all liability for such payment. We may accept instructions from any owner or authorized person, or act at the request of any owner or authorized person, about any such account, without the joinder of any other owner, and each owner authorizes the other owner(s) to act on his or her behalf with respect to the account. Any account owner or authorized person may pledge all the deposits or funds in the account to secure any indebtedness owing to us and may designate the account to provide overdraft protection, without the joinder of any other owner and without regard to his or her interest in the account.

Regardless of how your account is owned, we do not keep a separate record of each owner's interest in the account. Any owner is authorized and deemed to act for any other owner and may instruct us regarding transactions and other account matters. We act on instructions from any owner (or an owner's authorized representative) without obtaining other owners' consent, including withdrawing, or transferring funds, making payments, or closing an account. We may accept orders, instructions, and requests for future services from any owner, which shall be binding on all owners. Any owner may withdraw funds, stop payment of items and transactions (regardless of who ordered the payment), transfer or pledge to us all or any part of the shares in any account, and block, terminate or discontinue or close any transaction, product or service without the consent of the other owners regardless of their contributions to the account and regardless of whether any other owner is incapacitated or deceased. We have no obligation to notify other owners of any pledge or other actions, orders, or instructions by any joint owner. Each owner is jointly and severally liable for all returned items,

overdrafts or any other obligations and charges owed to us because of any transactions on a multiple party account.

Joint Accounts, Products or Services: If this Agreement and/or the application of the credit union's policies or procedures impacts any accounts with multiple parties, we may require, without limitation: (1) the owner to whom the restrictions or termination is applied be removed; (2) the closure of the existing account and opening of a new account absent the affected owner; and/or (3) application of the restrictions to the account. The credit union has no obligation to provide any specific information regarding the basis for acting under this section to any other owner or any other person or party.

If there is a setoff, an enforcement of our lien or security interests in your account, or legal action (such as a third-party garnishment, seizure, forfeiture, or tax levy) affecting any owner, we may treat all funds in the account as belonging to the owner against whom the setoff, enforcement of the security interest, or other legal action is directed. If your account is closed for unsatisfactory handling, we may report all owners to the consumer reporting agencies.

d. Multiple Party Accounts - Removal of Joint Owner(s) and Account Closure. Any owner may voluntarily remove his or her name from any multiple party account upon written notice to us in such form as we may require. **THE PRIMARY MEMBER/OWNER OF THE ACCOUNT(S) MAY, WITHOUT NOTICE TO THE JOINT OWNER(S), AND UPON WRITTEN NOTICE TO US IN SUCH FORM AS WE MAY REQUIRE, UNILATERALLY (DECIDED BY THE PRIMARY MEMBER/OWNER ACTING ALONE) CHANGE OR CANCEL A MULTIPLE-PARTY ACCOUNT DESIGNATION OR CHANGE THE FORM OF THE JOINT ACCOUNT TO DELETE OR TERMINATE THE JOINT OWNER(S) FROM ANY AND ALL ACCOUNTS HELD AT THE CREDIT UNION. SUCH ACTION BY THE PRIMARY MEMBER/OWNER WILL TERMINATE ANY INTEREST THE JOINT OWNER(S) MAY HAVE IN ANY OF THE ACCOUNTS HELD AT THE CREDIT UNION UNDER THIS AGREEMENT. FOR PURPOSES OF THIS SECTION, "PRIMARY MEMBER/OWNER" MEANS THE OWNER WHOSE NAME APPEARS FIRST IN THE CREDIT UNION'S RECORDS.**

All checks written by a joint owner prior to and including the removal date will be honored by EECU. It is your obligation to notify all other owners of the removal of a joint owner. It is your responsibility to notify us immediately of any checks signed by a joint owner after the removal date. Notwithstanding anything to the contrary contained herein, any removed joint owner agrees that he or she will remain responsible for any transactions taken by any owner or authorized person prior to his or her removal. We are not responsible for any automatic deposit after a joint owner's removal and will not be able to turnover any such funds to the removed joint owner after the date of removal. Additionally, and not withstanding anything to the contrary contained in this Agreement or elsewhere, we reserve the right, but are not obligated, to require written consent of all account owners for any change of ownership, or termination, of a multiple party account. If we receive notice of a dispute between account owners or receive inconsistent instructions from them, we may suspend or terminate the account, require a court order to act, place all the funds into a court registry, or require that all account owners agree in writing to any transaction concerning the account. We will not be liable to any account owner for any claims, damages or causes of action that arise should one of these actions become necessary. **YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE AND EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, WHICH MAY ARISE IN CONNECTION WITH THE REMOVAL OF AN OWNER FROM AN ACCOUNT.**

e. Payable on Death Account. A payable on death (POD) account is an account payable on request to one or more persons during their lifetimes and upon the death of the last of those persons, payable to one or more POD payees or beneficiaries ("POD payees") named in the application or credit union provided POD designation form or document (electronic or otherwise) executed or

consented to in connection with the account and maintained in the records of the credit union (collectively, "Payable on Death Designation"). For clarification purposes, to be valid and recognized by the credit union, any Payable on Death Designation must be received and on file in the credit union's records prior to your death. **THE MOST CURRENT VERSION OF A PAYABLE ON DEATH DESIGNATION (BASED ON CALENDAR DATE) ON FILE IN OUR RECORDS PRIOR TO YOUR DEATH WILL CONTROL FOR ALL PURPOSES AND REVOKES ALL PRIOR PAYABLE ON DEATH DESIGNATIONS.**

We have the right, but are not obligated, to require the written consent of all parties to a multiple party account for POD designations. You agree that the persons named as POD payees in any Payable on Death Designation, whether one or more, are designated as POD payees. When you name more than one person as a POD payee, your account will be paid pro-rata (e.g., 50/50 if 2 persons are listed as POD payees). During your lifetime, all funds paid into or deposited into the account designated, including any earnings thereon, shall be owned by you, and payment may be made upon your request, or the request of any account owner or authorized person. If there is more than one account owner, then during your lifetimes the provisions set forth above regarding Multiple Party Accounts with Right of Survivorship shall control. Upon your death (the death of the last of you to survive), each POD payee agrees that all such funds shall be owned by the POD payees surviving, unless subject to our right of set-off or a pledge of the funds in the account, in which case all sums in the account will belong to us regardless of contributions, up to the amount of the obligations owed. If a POD payee should predecease you, his or her interest, as well as the interest of his or her heirs, will terminate completely and the percentage share of the surviving POD payees will be increased equally (i.e., pro-rata). If you do not designate a POD Payee for an account, the sums remaining in the account will be paid to your estate or as otherwise required by law.

It is further agreed that upon the vesting of any interest in any rights of a POD payee, all sums payable shall be subject to any right of set-off between us and the POD payee. Payment may be made at the request of any named POD payee then living, and any payment made upon the request of any surviving POD payee discharges us from any and all liability to that POD payee and any remaining POD payees or their heirs, executors and personal representatives, or any person claiming by, through or under them. If any POD payee is not of legal age at the time the account is to be paid to POD payees hereunder, then we may in our discretion pay said amounts to any one parent or legal guardian of such POD payee or as otherwise allowed by applicable law; and upon such payment you agree that we are released and held harmless from any and all claims and obligations.

You understand and agree that a Payable on Death Designation may be ineffective unless signed by all owners to the account and, as applicable, all owners' spouses. We make no representation or warranty concerning the legal or tax consequences or effect of any Payable on Death Designation, and you understand that you should consult with your attorney and tax representative if you have any questions regarding the validity or effectiveness of any such Payable on Death Designation for any purpose. You agree that you are not relying on us in determining POD payees or the consequences of such designations. We are not obligated to notify a POD payee of the existence of any account or the vesting of the POD payee's interest in any account, except as otherwise required by law. If you are married and live in a community property state and your spouse is not named as your sole POD payee or beneficiary, you should consult your legal advisor about how your state's community property laws may affect the validity of your Payable on Death Designation. **YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE AND EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS ARISING AS A RESULT OF PAYMENTS MADE IN ACCORDANCE WITH A PAYABLE ON DEATH DESIGNATION.**

If we receive notice of a dispute between POD payees or receive inconsistent instructions from them, we may, but are not obligated to, in our sole discretion, require a court order to act, place all the funds into a court registry, or require that all POD payees agree in writing to any transaction concerning the account. **YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE AND EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, WHICH MAY ARISE OUT OF OR RESULT FROM THE PAYMENT OF FUNDS DEPOSITED IN A POD ACCOUNT.**

f. **Waiver of Testamentary Account Distributions.** You understand and agree that it is your sole responsibility (and not ours) to assure that the ownership and survivorship features of the accounts, products, and services you have with us, as designated by you in our records, accurately reflect your personal, domestic, financial, and estate planning needs. Matters you may want to consider include, but are not limited to, those created, changed, or terminated by marriage, children, grandchildren, adoption, separation, divorce, remarriage, disability, retirement, death or because of any agency, power-of-attorney, guardianship, conservatorship, trusts, wills, indebtedness, etc. To the fullest extent permitted by applicable state law, you irrevocably waive your rights to make testamentary dispositions from any account and do so with the understanding that the ownership and survivorship features of an account (such as "multiple ownership of an account with right of survivorship" and "beneficiary/POD payee" designations) control and supersede any inconsistent testamentary disposition.

g. **Accounts for Trusts.** At our option, we may open an account and accept deposits in the name of a revocable or irrevocable trust subject to such membership requirements as we may impose from time to time in keeping with applicable law and credit union policies. Currently, we may issue shares and receive deposits in:

- (1) a revocable trust account, if:
 - (i) a settlor (the person who creates a trust or contributes property to a trustee of the trust) is a member of the credit union; or
 - (ii) a trustee (the person holding the property in trust) or a beneficiary (the person for whose benefit the property is being held in trust) is a member of the credit union and the settlor is a member of the trustee's or beneficiary's family as that term is defined by the board in a written policy; or
- (2) an irrevocable trust, account if a settlor, trustee, or beneficiary is a member of the credit union.

We may rely on any information provided by the trustee to determine whether a trust is revocable or irrevocable without any obligation of investigation or further responsibility. The credit union is not required to inquire of a trustee the reason for a transaction or the intended use for money withdrawn or borrowed, as applicable.

You agree that it is your responsibility as a trustee (and not ours in any way) to administer the trust accounts, products, and services according to the terms of the trust agreement and that you are not relying on us for such administration. You further agree that we are only providing you with accounts, products, and services and are not assisting you with, or advising you about, the trust or any transactions and we are not acting in any sort of fiduciary or representative capacity. We shall serve solely as a depository for the trust funds.

For all trustees' convenience, each trustee on a multiple trustee account (regardless of terms in the trust account agreement itself to the contrary) agrees that any one trustee acting alone is entitled to take actions and conduct transactions on the accounts, products, and services for and on behalf of all trustees. You agree that we are fully authorized to release funds in any such account upon the signature or consent of any one trustee, regardless of the number of trustees designated. In other words, we are entitled to rely on, and act upon, the instructions of any one trustee, without the joinder of any other trustee. If we request that you designate a person as a trustee, by entering the trustee's information in our records, or as we allow without signing or authorizing a form, you agree that person is a trustee. You further agree such person may

subsequently sign or authorize a form as a trustee. By maintaining the multiple trustee account, you consent to any actions or transactions (including later actions or transactions) on the accounts, products, and services by any other trustee. While any trustee may take actions and conduct transactions alone, we may, in our sole discretion, require all trustees to agree to any action taken, including additions of any other trustee to or from the accounts, products, and services. Further, we may require, as applicable, that all trustees ratify an individual trustee's prior actions or instructions. Upon such request by the credit union, all trustees agree to ratify an individual trustee's prior action or instructions.

A trustee may remove him or herself from the account. All trustees agree that we have no duty to notify the trustees of any actions or transactions by a trustee acting alone. Any trustee or successor trustee shall be subject to the terms and conditions of this Agreement and any other agreement governing any such account, product or service and any applicable amendments and applicable law. You agree that if we make payment of all or part of the deposits to a settlor, trustee or other person authorized to request payment on a trust account, such payment discharges us from any liability to each settlor, trustee, successor trustee, and beneficiary to the extent of the payment. A successor trustee may take actions and conduct transactions upon delivering proof satisfactory to us of his or her succession and authority to act as the current trustee of the trust. Proof will include, but may not be limited to, a declaration made by the successor trustee. Until such satisfactory proof is delivered and verified by us, a successor trustee has no rights to the account or to the funds held in the account.

Notwithstanding anything to the contrary contained herein, we are under no obligation to verify or determine the legal effect of any trust related document provided to us. Further, we have no duty to investigate the authenticity of any trust related document provided to us. Instead, we are entitled to rely, without question or investigation responsibility, on any trust related document provided to us.

The trustee(s) must provide the credit union with a Trust Certification to evidence the trust relationship. The Trust Certification must be an affidavit of all the trustee(s) and must include, at a minimum: (1) the effective date of the trust; (2) the name(s) of the trustee(s); (3) the name(s) of or method for choosing a successor trustee(s); (4) the name and physical address of each beneficiary; (5) the authority granted to the trustee(s); (6) the information needed for disposition of the trust account on the death of the trustee(s) or the last survivor of two or more trustees; (7) an indemnification and hold harmless of the credit union; and (8) any other information required by the credit union. The form and substance of the Trust Certification must be approved by the credit union before an account may be opened.

YOU AGREE THAT WE MAY, IN OUR SOLE DISCRETION, RELY SOLELY ON THE TRUST CERTIFICATION IN ADMINISTERING THE TRUST ACCOUNT EVEN IF THE TRUST AGREEMENT OR DOCUMENT HAS BEEN PROVIDED TO US AND MAY CONTAIN CONTRARY TERMS. You further agree that even if we are provided with a copy of the trust agreement, we have no duty to review it and cannot be deemed to have knowledge (actual, implied or otherwise) of its contents or otherwise be obligated to follow its terms. We may pay all or part of the proceeds of an account in reliance on the Trust Certification regardless of whether we have actual knowledge of a competing claim, unless the credit union receives actual knowledge that payment has been restrained by court order. Payment made in accordance with the terms of the Trust Certification for all or part of the proceeds of a trust account discharges any liability of the credit union to the extent of the payment. On the death of the trustee or the last survivor of two or more trustees, the credit union may pay all or part of the proceeds of the trust account as provided by the Trust Certification.

The credit union is not required to search for the location of a named beneficiary. A beneficiary who is not a member of the credit union may

not vote on any matters pertaining to, obtain a loan through, or hold office in the credit union.

BY OPENING, MAINTAINING OR USING A TRUST ACCOUNT, PRODUCT OR SERVICE, ALL PERSONS ASSOCIATED IN ANY WAY WITH THE TRUST (I.E., YOU AND ALL SETTLORS, TRUSTEES, SUCCESSOR TRUSTEES, BENEFICIARIES, AND EVERY PERSON CLAIMING AN INTEREST IN A TRUST BY, THROUGH OR UNDER SUCH PARTIES), AGREE TO INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM ANY LOSS, DAMAGE, CLAIM OR LIABILITY THAT RESULTS FROM (I) THE OPENING, MAINTENANCE OR USE OF A TRUST ACCOUNT, (II) THE ACTIONS AND TRANSACTIONS RELATED TO THE ACCOUNTS, PRODUCTS OR SERVICES FOR THE TRUST, AND (III) ACTS, OMISSIONS, NEGLIGENCE, FRAUD, MISCONDUCT OR MISAPPLICATION OF FUNDS BY ANY TRUSTEE OR SUCCESSOR TRUSTEE. You understand we may require any person associated with the trust to sign or authorize an indemnification and hold harmless agreement along with his or her consent to this Agreement. We may require you to prove your authority to negotiate a check or other item payable to a trust before taking it for deposit and may require you to deposit the check or other item into an account for the trust. Finally, you agree to be financially responsible for legal advice we require to assist with or that results from any matter concerning the trust.

h. **Accounts for Minors.** At our option, we may open an account and accept deposits in the name of a minor. For any account established by a minor (under the age of eighteen (18)), the credit union reserves the right to require the minor account to be a multiple party account with a parent or legal guardian as owner who is at least eighteen (18) years of age, who shall be primarily liable to the credit union for any returned check, item, overdraft, or unpaid charge. At our option, we may require the joint owner, who is at least eighteen (18) years of age, to sign for withdrawals. However, even if there is a joint owner, we may make payments of funds directly to the minor and you agree that we are discharged from liability to the extent of any such payment. We have no duty to inquire about the use or purpose of any transaction by the minor, parent, legal guardian, any account owner or authorized person. If a required joint owner is removed from the account by death or otherwise, we have the right to suspend all account activity until a new joint owner is placed on the account who is a recognizable legal guardian or as required by any applicable court order. At our option, if you request that we open an account for a minor, with an individual other than the minor's parent or legal guardian as the joint owner, we may require the parent or legal guardian's consent before opening the account. You may not pledge a minor account as collateral for a loan or for any other purpose. All owners agree that we may automatically change the minor account status to a general membership when the minor reaches the age of majority. All standard account products and services or continuation of account products and services will be available based on eligibility.

i. **Accounts for Guardianships and Estates.** At our option we may open an account and accept deposits in the name of (1) a ward on whose behalf a guardianship has been established under applicable law, or (2) the estate of a deceased member being administered under applicable law. Any guardian or estate representative shall be bound by the terms of this Agreement and any other agreement and disclosures governing any such account. If we are presented with Letters of Guardianship, Letters of Testamentary or Letters of Administration, or such other court document, valid on its/their face, you agree that we will have no further duty to, without limitation, (1) determine if the person appointed guardian or estate representative has qualified or continues to be qualified as guardian or as estate representative; (2) determine if an act of the guardian or estate representative is in accordance with or authorized by the Texas Probate Code or other applicable law, (3) question the validity or propriety of any transaction or any instructions executed or given by a person acting as a guardian or estate representative, or (4) oversee the administration by a guardian or estate representative of money or other property paid or delivered to him or her. You agree that we may rely upon Letters of Guardianship, Letters Testamentary or Letters of Administration, or such

other court document, which are valid upon presentment, that we may continue to rely upon the same without inquiring into their expiration or renewal, and that we may assume their renewal unless notified in writing to the contrary. Further, you agree that we will have no obligation to recognize or honor any such Letters, or such other court documents, which we know or otherwise believe to have expired without renewal pursuant to the provisions of the Texas Probate Code or other applicable law. If we receive notice of expiration without renewal, we will have no obligation to honor any check which is presented for payment or to honor any requests for withdrawal of funds from the account of a ward or an estate until we receive renewed Letters or other court document. YOU AGREE THAT WE SHALL HAVE NO FIDUCIARY RESPONSIBILITY OR OBLIGATION IN CONNECTION WITH ANY GUARDIANSHIP OR ESTATE ACCOUNT BEYOND OUR OBLIGATIONS OTHERWISE SET FORTH IN THIS AGREEMENT, AND THAT WE SHALL SERVE SOLELY AS A DEPOSITORY FOR THE FUNDS RELATED TO SUCH ACCOUNTS. YOU AND ANY GUARDIAN OR ESTATE REPRESENTATIVE, OR SUCCESSOR TO SUCH PARTY, AGREE TO INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE AND EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, WHICH MAY ARISE OUT OF OR RESULT FROM (I) THE ESTABLISHMENT, MAINTENANCE, AND TRANSACTION OF ANY BUSINESS RELATED TO THE GUARDIANSHIP OR ESTATE ACCOUNT AND (II) ACTS, OMISSIONS, NEGLIGENCE, FRAUD, MISCONDUCT OR MISAPPLICATION OF FUNDS BY ANY GUARDIAN, ESTATE REPRESENTATIVE, OR SUCCESSOR TO SUCH PARTIES.

j. **Representative Payee or Fiduciary Accounts.** At our option, we may open an account and accept deposits in accounts established in a member's name and for the member's or beneficiary's benefit by an individual appointed as a representative payee or fiduciary. Funds in the representative payee account are owned by the member beneficiary. Only the representative payee, however, shall have access to the funds on deposit in such account. The representative payee shall be bound by the terms and conditions of this Agreement, and any other agreement and disclosures governing any such account, and agrees to furnish us, upon request, a copy of the written Social Security Administration (SSA), Veterans Administration, or other government fiduciary account authorization designating the representative payee and such other documents and authorizations as we may deem necessary or appropriate. If an account is opened, you agree (whether as beneficiary or representative payee) that we may, without limitation, accept deposits, including direct deposits from the Social Security Administration, Veterans Administration, or other government agency, and permit withdrawals from the account by the representative payee through such means as we may prescribe from time to time. You agree that the representative payee, and not the credit union, is responsible for compliance with the rules of the applicable government agency. You agree that if we make payment to or at the direction of the representative payee, any such payment shall be valid and shall discharge us from any liability for such sum. You agree that we may rely on any appointment of a representative payee that is valid on its face and that we will have no duty to oversee the application by the representative payee of any funds withdrawn from the account. You agree that, if any deposit to the account is subsequently reversed, whether by a government agency or otherwise, we may, in our discretion, transfer funds in other accounts held by the beneficiary or the representative payee. In opening a representative payee account, the credit union acts only as a depository for the beneficiary's funds, and we are under no obligation to act as a fiduciary or to inquire as to the powers or duties of the representative payee. YOU AGREE THAT WE SHALL HAVE NO FIDUCIARY RESPONSIBILITY OR OBLIGATION IN CONNECTION WITH ANY REPRESENTATIVE PAYEE ACCOUNT BEYOND OUR OBLIGATIONS OTHERWISE SET FORTH IN THIS AGREEMENT, AND THAT WE SHALL SERVE SOLELY AS A DEPOSITORY FOR THE SOCIAL SECURITY ADMINISTRATION OR OTHER GOVERNMENTAL AGENCY FUNDS. YOU AND ANY REPRESENTATIVE PAYEE AGREE TO INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE AND EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, WHICH MAY ARISE OUT OF OR RESULT FROM

(I) THE ESTABLISHMENT, MAINTENANCE, AND TRANSACTION OF ANY BUSINESS RELATED TO THE REPRESENTATIVE PAYEE ACCOUNT, AND (II) ACTS, OMISSIONS, NEGLIGENCE, FRAUD, MISCONDUCT OR MISAPPLICATION OF FUNDS BY ANY REPRESENTATIVE PAYEE OR SUCCESSOR TO SUCH PARTY.

k. **Certificate of Deposit Accounts (CD).** At our option, we may open certificate accounts or certificate of deposit (CD) accounts. All CD accounts, to include promotional certificates, may be discontinued at any time in the sole discretion of the credit union. Any CD account offered by the credit union is subject to the terms of this Agreement as well as the terms of any CD account agreement and disclosures and any terms set forth in the CD account receipt and other associated documentation; all such materials being incorporated herein by reference. To the extent there is a conflict between the terms of this Agreement and the terms of any CD account agreement, disclosures, or receipt, we will be entitled to rely on the provisions or terms that provide the credit union with the most rights, protections, and benefits.

CD accounts have stated maturity dates, and funds in those accounts are subject to penalty if withdrawn prior to the maturity date. If you maintain sufficient funds in the account for the full term in accordance with the applicable CD documents, at the end of the term we will pay you the principal amount you deposited, plus applicable interest on account earnings. If you withdraw all or part of your funds from this type of account before the CD matures, we may charge you an early withdrawal penalty. That penalty is generally deducted from the interest that has accrued on the CD account, but may be deducted from the principal, particularly if enough interest to pay the penalty has not accrued. We may at our sole discretion grant you permission to withdraw funds early; if such permission is granted, it will be granted only at the time you request an early withdrawal. Note: Regulation D requires an early withdrawal penalty equal to at least seven (7) days' simple interest on amounts withdrawn in the first six (6) days after deposit.

There is a ten (10) day grace period beginning on the day after the maturity date in which you may withdraw all or a portion of your principal without penalty. CD accounts are automatically renewable accounts. The renewal term will begin on the day after the maturity date of the previous certificate account term. The principal balance for the renewal term will be the total balance in the CD account on the date the certificate account is renewed. Each renewal will be on the same terms, except that the rate of interest will be the highest interest rate we offer for the same certificate term that is available during the grace period. If such certificate term is no longer available, the renewal term and rate of interest will be for the next shortest certificate term that we offer or as otherwise specified in a letter to be provided to you.

We may call an automatically renewing CD account for payment at the end of the original term or any renewing term, and any interest added to it for compounding will stop earning interest on the effective date of the call. We will send you a notice on or before the maturity date of your account advising you of the upcoming maturity date and the options available to you.

Any rights of survivorship in a CD account may be ineffective and invalid unless the application, or the certificate form in the case of a CD account, is signed by all CD account owners and timely returned to the credit union. In the event a new CD account is issued to you following renewal of the CD account, evidencing the terms of the renewed CD account, and there are no documents in the credit union's records to the contrary, you agree that the signatures and ownership rights which apply to the original CD account shall be incorporated into and made a part of the renewed CD account and shall apply to the renewed CD account for all purposes.

l. **Individual Retirement Accounts (IRAs).** At our option, we may open an IRA account and accept deposits in such account. IRA deposit accounts offered by the credit union are subject to the terms of this Agreement, the limitations imposed by applicable law, and to any terms and limitations set forth in any IRA account agreement and disclosures, all such terms of which are incorporated herein by reference. IRAs cannot be pledged as security for loans. You are solely

responsible for complying with any requirements, including transaction limitations and penalties for early withdrawal under the Internal Revenue Code or other applicable law governing any IRA deposit account. To the extent there is a conflict between this Agreement and the terms of any IRA agreement and disclosures, we will be entitled to rely on the provisions or terms that provide the credit union with the most rights, protections, and benefits.

m. **Health Savings Accounts (HSA).** At our option, we may open a health savings account (HSA) and accept deposits in such account. HSAs offered by the credit union are subject to the limitations imposed by applicable law, and to any limitations set forth in any HSA account agreement and disclosures, all such terms of which are incorporated herein by reference. You are solely responsible for complying with any HSA requirements, including transaction limitations and all applicable laws governing any HSA. To the extent there is a conflict between this Agreement and the terms of any HSA account agreement and disclosures, we will be entitled to rely on the provisions or terms that provide the credit union with the most rights, protections, and benefits. **Note:** EECU will return as unpaid any item or transaction that is presented for payment without sufficient available funds in your account, whether it is presented in the form of a check, an ACH or otherwise. If we return an item or transaction unpaid, you will be charged the fee described in our most current version of our Account Fee Schedule. The only exception to the return of an item or transaction is if EECU deems that it is legally obligated to pay it. If an item or transaction is so paid without sufficient funds in your account, an overdraft will be created. **Be advised that an overdraft of your HSA may cause your HSA to be disqualified by the IRS. Any taxes or other expenses you incur because of an overdraft are your responsibility.**

n. **Special Accounts Generally.** You may request we facilitate certain estate, trust, guardian, representative, court-ordered, or such other similar and further accounts (collectively, "Special Accounts"). However, because we do not give legal or tax advice, we cannot counsel you as to which account arrangement most appropriately meets your specific requirements. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, liabilities, expenses, or damages, whether directly or indirectly, we may refuse to follow your instructions, follow some of your instructions or may require you to indemnify and hold us harmless or post a bond or provide us with other protection. We may require you to provide written authorization signed by all account owners and/or account representatives when you request any account transactions or account changes.

o. **No Fiduciary or Inquiry Obligations; Depository Only; Indemnification.** YOU UNDERSTAND AND AGREE THAT EECU IS UNDER NO OBLIGATION TO ACT AS A FIDUCIARY OR TO INQUIRE AS TO THE POWERS AND DUTIES OF ANY TRUSTEE, ESTATE REPRESENTATIVE, ADMINISTRATOR, CUSTODIAN, REPRESENTATIVE PAYEE, GUARDIAN, OR OTHER AUTHORIZED ACCOUNT REPRESENTATIVE (COLLECTIVELY, "ACCOUNT REPRESENTATIVES"). EECU SHALL SERVE SOLELY AS THE DEPOSITORY FOR THE SPECIAL ACCOUNT FUNDS. YOU, ON BEHALF OF THE ACCOUNT REPRESENTATIVES, OBLIGATE THE ACCOUNT REPRESENTATIVES (I) TO BE LIABLE TO THE CREDIT UNION FOR ANY AND ALL OBLIGATIONS AND EXPENSES INCURRED BY THE CREDIT UNION IN DEALING WITH THE SPECIAL ACCOUNTS AND (II) TO INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE AND EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, WHICH MAY ARISE OUT OF OR RESULT FROM ANY OF OUR ACTIONS IN DEALING WITH THE SPECIAL ACCOUNTS.

p. **Accounts Generally.** We make no representation or warranty, expressed or implied, concerning the validity, effectiveness, fitness, legal consequences, or the effect of choosing an account type, account ownership rights, or survivorship rights, including any consequences arising out of the community property laws or other applicable laws of any state. You understand that you should consult with your attorney or other professional if you have any question regarding the validity, effectiveness, or fitness of a survivorship designation for any purpose. You agree that you are not

relying on us in determining an account type, account ownership rights, survivorship rights, or their respective legal and tax consequences.

q. **One Signature Only.** It is agreed that the credit union does not offer any form of account, product or service on which two or more signatures are required to make transactions. The credit union may act on any transaction, account, product or service based on the signature, authority or consent of any one account owner, authorized person, trustee, estate representative, administrator, custodian, representative payee, guardian, or other representative.

r. **Our Records Control.** Depending on the accounts selected, we may provide or make accessible to you a number of documents that contain account information. You may also be able to access information about your accounts through an internet service (e.g., online banking) or mobile banking application. You understand that for confidentiality reasons and data processing constraints, an internet service or mobile banking application may not include all the information about the account, and do not control the ownership, survivorship, or POD features of the account. **You agree only the most current service form or document we use (and if applicable previous forms or documents as determined in our sole discretion) and our records control account authority, ownership, survivorship, and POD features of any account.**

s. **Court Order or Written Agreement.** In the unlikely event that we are unable to determine the owner or beneficiary of funds in any account, or there is a dispute over the funds, we may, in our sole discretion, require a court order to act and place all of the funds into a court registry or require that all persons claiming an interest in the funds agree in writing to any transaction or activity concerning the account. You agree that we will not be liable to you or any account owner or beneficiary (or any owner's or beneficiary's heirs, executors and personal representatives, and any person claiming by, through or under them) and that we shall be held harmless from and against any claim, loss, damage and expense that arises should one of these actions become necessary.

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

a. **Wire Agreement.** Please refer to the **Wire Transfer Agreement and Disclosures** attachment for additional details.

b. **Governing Regulations.** If you send or receive a wire transfer, Fedwire or other third-party provider (e.g., Western Union) may be used. Federal Reserve Board Regulation J is the law which covers transactions made over Fedwire. Third-party provider rules will, as applicable, govern third-party providers. 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 automated clearing house, and the rules of any other system through which the entry was made. Other payment orders you make may be governed by Article 4A of the Texas Business & Commerce Code.

c. **Notification.** Under the NACHA Rules we are not required to give you next day notice of the receipt of a wire transfer or ACH entry and we will not do so. However, we will notify you in your periodic statement.

d. **Provisional and Final Payment.** If we credit your account for a wire transfer or ACH credit, the credit is provisional until we receive final settlement for the transaction. 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. You also agree that, at our option and without notice to you, we may reverse the credit or require that you reimburse us by way of direct payment. You agree to make immediate payment upon demand from us.

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

or the named financial institution. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE AND EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, WHICH MAY ARISE FROM OUR USE OF ONLY THE IDENTIFYING OR ACCOUNT NUMBER IN CONNECTION WITH ANY WIRE OR ACH TRANSFER, EVEN IF THE NUMBER IDENTIFIES A PERSON DIFFERENT THAN THE NAMED BENEFICIARY, OR A FINANCIAL INSTITUTION DIFFERENT FROM THE NAMED FINANCIAL INSTITUTION.

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

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

h. **Cutoff Times.** Transfers received after the applicable cutoff times on each weekday we are open which is not a holiday may be treated as having been received on the next banking day and processed accordingly.

i. **General.** You agree that only our forms, methods, processes, and procedures may be utilized to make transfers. 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. Such notice must be made in a manner and in time to provide us with a reasonable opportunity to act on it.

j. **ACH Transactions Not Subject to Electronic Fund Transfer Act.** We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the applicable laws, including the laws of the State of Texas and the NACHA operating rules.

10. **Returned Deposited Items.** A deposited check or item that is later returned due to insufficient funds on deposit or any other reason shall be your responsibility and the responsibility of all of the account owners. You acknowledge and agree that the credit union will deduct funds from your account in the amount of the returned check or item. The credit union is not responsible for the collection of the returned check or item from the third party. For interest bearing accounts, the credit union is under no obligation to pay interest during the time the check or items funds were on deposit. While we do not currently charge a fee for an item that is presented for deposit that is later returned, we reserve the right to do so at any time upon notice to you as required by applicable law.

11. **Account Fees.** Fees applicable to all accounts and services are set forth in the current version of our Account Fee Schedule. We may transfer from any of your accounts any fees in connection with the operation and maintenance of your accounts and/or the provision of any services. You agree that we may change, add to, delete from, or otherwise revise and alter the Account Fee Schedule at any time in our discretion, and from time to time, upon notice to you as required by applicable law.

Alternate Convenience Payment Fee: You agree to pay a fee of up to \$5.00, or such other amount we may charge when you elect to make a payment using a credit card, online, third-party service or over the phone. The Credit Union may debit any deposit account upon which you are an owner for such sum(s); or it may add such sum(s) to my loan account as additional debt. Please refer to the most current version of our Account Fee Schedule.

12. **Power of Attorney.** The credit union will only accept a statutory durable power of attorney prepared in accordance with the applicable law. The credit union may refuse acceptance of a power of attorney for the reasons permitted under applicable law. In the event acceptance of a power of attorney is refused, the credit union will provide you written notice of, and explanation for, such refusal within the timeframe designated by applicable law. You agree that we have no obligation to verify the scope, authenticity and/or validity of any power of attorney presented to us. You further agree that we have no duty to inquire as to the use or purpose of any transaction requested or performed by your attorney-in-fact or agent. We will continue to recognize the authority of your attorney-in-fact or agent until we receive written notice of revocation of your power of attorney and have had reasonable opportunity to act upon such revocation. Before an attorney-in-fact or agent takes any action on your account, product or service, the attorney-in-fact or agent will have to prove his or her identity to us and the validity and applicability of the power of attorney. Further, the attorney-in-fact or agent shall be obligated to complete and sign an affidavit, certification, or such other applicable document(s), as we deem appropriate, acknowledging the authenticity and validity of the power of attorney and the attorney-in-fact or agent's authority to act pursuant to it. In the event the attorney-in-fact or agent does not complete and sign an affidavit or other document as required by the credit union, we shall not, to the fullest extent permitted by applicable law, be obligated to recognize the attorney-in-fact or agent for any purpose. To the fullest extent allowed by law, you agree to be responsible for the cost of any legal advice we require to assist us with, or that results from, any matter concerning your power of attorney.

A person acting under a power of attorney is not an owner of an account, no funds in the account belong to that person by reason of that capacity, and that person has no rights of survivorship. YOU ARE RESPONSIBLE FOR ALL TRANSACTIONS MADE, AND ACTIONS TAKEN, BY YOUR ATTORNEY-IN-FACT OR AGENT. YOU, ON BEHALF OF YOURSELF AND YOUR ATTORNEY-IN-FACT OR AGENT, AGREE TO INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE AND EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, WHICH MAY ARISE BECAUSE OF OUR ACCEPTANCE OF ANY POWER OF ATTORNEY AND FOR ANY TRANSACTIONS TAKEN BY YOUR ATTORNEY-IN-FACT OR AGENT OR ANY SUCCESSOR ATTORNEY-IN-FACT OR AGENT. You and your attorney-in-fact or agent are solely responsible for monitoring and fulfilling the duties of the power of attorney. We may keep a copy any power of attorney or other legal document presented to us. Notwithstanding anything to the contrary contained herein, you agree that the attorney-in-fact or agent is, and shall be for all purposes, obligated to and bound by, the terms and conditions of this Agreement. Further, when the attorney-in-fact or agent acts on your behalf, such action shall constitute the attorney-in-fact or agent's acceptance of, and agreement with, the terms and conditions of this Agreement and any other applicable agreement or document. **NOTE:** If you or any attorney-in-fact or agent or purported attorney-in-fact or agent submits to us any instructions or requests based on a legal document including, but not limited to a court order, appointment, guardianship or trust, you agree we are not obligated to honor such instruction until such time as we are satisfied of the legality and/or authenticity of the instruction or request.

13. **NOTICE OF BINDING (MANDATORY) ARBITRATION AND CLASS ACTION WAIVER AGREEMENT.** THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND CLASS ACTION WAIVER. FOR THE APPLICABLE TERMS AND CONDITIONS, PLEASE REFER TO THE BINDING (MANDATORY) ARBITRATION AND CLASS ACTION WAIVER AGREEMENT ATTACHED TO THIS AGREEMENT FOR DETAILS.

14. **WAIVER OF RIGHT TO JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW YOU AND THE CREDIT UNION HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING

OUT OF, OR RELATING IN ANY WAY TO, AN ACCOUNT, PRODUCT OR SERVICE, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US OR ANY OF THE CREDIT UNION'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, THIRD-PARTY SERVICE PROVIDERS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS.

15. **Periodic Statements.** If the credit union provides a periodic statement for your account, you will receive a periodic statement from us, or notice of the availability of your statement, describing all activity on your account (including account and loan information) during the statement period as required by applicable law. If you have a multiple party account, we are only required to provide one periodic statement to any of the account owners. If provided electronically, statements will be (1) electronically mailed (e-mailed) to you as an attachment; or (2) you will be sent a notice via e-mail or via other electronic means that will direct you to a secure website where you may access your statements. E-mails from us will be sent to the e-mail address provided by any owner or authorized person. Statements will be provided to the fiduciary upon any trust, custodial, or other fiduciary or representative account; and the requirements of this paragraph will be binding on all parties in interest regarding such accounts pursuant to such delivery. Contact us if you do not receive your regular statement. If you do not receive, or have any problem accessing a periodic statement, you agree to notify us in writing within fourteen (14) days of the date that the statement is usually sent or made available by the credit union. If you do not so notify the credit union, you will be deemed to have received the periodic statement for all purposes.

Your account statements and notices will be considered unclaimed or undeliverable if:

- Two or more account statements or notices are returned to us through the mail because of an incorrect or undeliverable address; or
- We notify you electronically that your account statement is available for online viewing, and we receive email notifications that our message is undeliverable.

In either event, we may:

- Discontinue sending account statements and notices, and
- Destroy account statements and notices returned to us as undeliverable.

You agree to promptly notify us of any change to your postal and email addresses. We will change your postal and email addresses within a reasonable time after you request it. Regarding electronic statements, you agree that we may, but are not obligated to, stop sending electronic statements and send paper statements by mail if for any reason we have reason to believe that electronic statements may not be received or accessible to any or all owners of the account(s). If you have a combined statement, any owner can change the address of all accounts included in the combined statement. Unless you instruct otherwise, we may change the postal and email addresses only for the account(s) you specify or for all or some of your other account(s) with us.

We may, but are not obligated to, update your address in our records without a request from you if (1) we identify a need to rely on another address you have provided us; or (2) we receive an address change notice from the U.S. Postal Service or information from another party in the business of providing correct address details that does not match the address in our records for your account. You understand and agree that we may, but are not obligated to, send future statements, notices, or other documents and communications to the updated address. In the event we send future statements, notices, and other documents or communications to the updated address, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE AND EXPENSE, INCLUDING REASONABLE

ATTORNEYS' FEES AND COSTS, WHICH MAY ARISE FROM SUCH ACTION.

16. **YOUR DUTY TO EXAMINE AND REPORT PROBLEMS.** AS USED IN THIS AGREEMENT, THE TERM "PROBLEM" MEANS, WITHOUT LIMITATION, ANY ERROR, WRONGDOING, ALTERATION, COUNTERFEIT CHECK OR ITEM, OR UNAUTHORIZED TRANSACTION (INCLUDING, BUT NOT LIMITED TO, FRAUD, FORGED OR MISSING SIGNATURES, OR OTHERWISE FRAUDULENT CHECKS OR ITEMS DRAWN ON YOUR ACCOUNT, ERRONEOUS PAYMENTS OR TRANSACTIONS, OR ANY OTHER TYPES OF ISSUES, DISCREPANCIES OR IRREGULARITIES) RELATED TO YOUR ACCOUNTS, PRODUCTS OR SERVICES INCLUDING, BUT NOT LIMITED TO, ALLEGED IMPROPER CHARGES, EXPENSES, OR FEES IMPOSED BY THE CREDIT UNION. BECAUSE YOU ARE IN THE BEST POSITION TO DISCOVER ANY PROBLEMS, YOU AGREE THAT IT IS YOUR DUTY TO PROMPTLY EXAMINE YOUR PERIODIC STATEMENTS AND PROMPTLY REPORT TO US ANY PROBLEMS ON OR RELATED TO YOUR STATEMENTS OR YOUR ACCOUNTS, PRODUCTS AND SERVICES.

YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY PROBLEM: (1) YOU DO NOT REPORT TO US IN WRITING WITHIN A REASONABLE TIME NOT TO EXCEED SIXTY (60) CALENDAR DAYS AFTER WE SEND YOU (BY MAIL OR OTHERWISE) THE FIRST STATEMENT (OR OTHERWISE MAKE SUCH FIRST STATEMENT AVAILABLE TO YOU) ON WHICH THE PROBLEM APPEARED; (2) THAT RESULTS FROM A FORGERY, COUNTERFEIT OR ALTERATION IN A MANNER NOT DETECTABLE BY A REASONABLE PERSON USING ORDINARY CARE, INCLUDING THE UNAUTHORIZED USE OF FACSIMILE SIGNATURE EQUIPMENT; OR (3) AS PROVIDED BY APPLICABLE LAW. YOU AGREE THAT THE SIXTY (60) CALENDAR DAY PERIOD TO EXAMINE YOUR STATEMENT AND REPORT PROBLEMS TO THE CREDIT UNION ARE WITHOUT REGARD TO WHETHER CANCELLED CHECKS OR OTHER ITEMS ARE SUPPLIED TO YOU.

YOU AGREE TO HOLD US HARMLESS AND FOREVER WAIVE, DISCHARGE, AND RELEASE ANY RIGHTS TO RECOVERY YOU MAY HAVE AGAINST US IF YOU DO NOT PROVIDE NOTICE TO US IN THE MANNER AND WITHIN THE TIME REQUIRED BY THIS AGREEMENT AND APPLICABLE LAW.

YOU UNDERSTAND THAT IN ACCORDANCE WITH TEXAS BUSINESS COMMERCE CODE SECTION 4-406, WITHOUT REGARD TO CARE OR LACK OF CARE OF EITHER YOU OR THE CREDIT UNION, IF YOU DO NOT (WITHIN ONE (1) YEAR AFTER THE DATE THE FIRST PERIODIC STATEMENT CONTAINING THE PROBLEM WAS MAILED TO YOU OR OTHERWISE MADE AVAILABLE TO YOU) DISCOVER AND REPORT SUCH UNAUTHORIZED SIGNATURE ON OR ANY ALTERATION TO A CHECK OR OTHER ITEM, YOU ARE PRECLUDED AND BARRED FROM ASSERTING AGAINST THE CREDIT UNION THE UNAUTHORIZED SIGNATURE OR ALTERATION.

Note: Any claim is subject to the Agreed Statute of Limitations section herein below. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before re-crediting your account and you agree to fully cooperate in such investigation. Within thirty (30) days of the date of mailing (or otherwise making the applicable form(s) available to you), you agree to complete and return all applicable forms we provide you along with any other information we may request. If you refuse to sign such forms or fail to return them and other requested documentation within thirty (30) days of the date we mail it to you (or make it available to you), you agree that we may consider the matter resolved and reverse any provisional credit provided.

At our sole discretion, we may, but are not obligated to, provisionally credit your account during the investigation for all or a portion of the

amount claimed. Any provisional credit to your account may be reversed if you fail to fully cooperate in our investigation or, if because of our investigation, we determine that the charge to your account was proper. You agree to pay any fees assessed or accrued against your account during the investigation or that may arise upon reversal of any provisional credit.

Unauthorized electronic fund transfers governed by Regulation E are subject to different reporting periods, provisional credits, and consumer liability. Please refer to the Electronic Fund Transfers Agreement and Disclosure attachment for additional materials pertaining to electronic fund transfers.

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

17. **Inactive or Abandoned Accounts; Escheatment.** If your account falls below any applicable minimum balance and/or you have not made any transactions within the period of time specified in the current version of our Account Fee Schedule or prescribed by applicable law, we may classify your account(s) as *inactive*. You may be charged fees as set forth in the current version of our Account Fee Schedule for inactivity, which is generally the failure to transact any business on an account for the period established by applicable law. Currently, per Texas state law, but subject to change, an account is considered *inactive* if for more than one (1) year there has not been a debit or credit (withdrawal, deposit, or transfer) to the account because of an act by you or your agent (other than us) or you have not communicated with us. In the State of Texas, an account is presumed *abandoned* if (i) the account has been inactive for at least three (3) years from the date of your last transaction on your account or your last communication with us, and (ii) we are unable to locate you. Although having no obligation to do so, we reserve the right to not classify a particular account as either inactive or abandoned if any owner thereof has other active accounts, products, or services with us. If an account is presumed abandoned, we are required to report the abandonment and to pay the funds in the account to the State of Texas. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency. Please be advised that typically, a state agency charges a fee for you to reclaim such funds and may even take a percentage of the funds. It is important that you act on your account to prevent funds from being paid to the state. It is your responsibility, and yours alone, to ensure that we have your current address on file. We have no duty to locate you in any public database or otherwise.

18. **Single Service Fee: ATM Fees.** Your account may be charged a single service fee as set forth in the current version of our Account Fee Schedule. Fees may be imposed by other parties if a transaction or inquiry is made by you at an ATM not operated by us. Also, an additional fee or fees may be charged if you process more transactions after making an inquiry.

19. **Termination of Accounts, Products and Services.** Subject to applicable law and to the Electronic Funds Transfer Agreement attached to this Agreement, we may, at any time, terminate your right to make transactions related to some or all our accounts, products and services. We may give notice of termination, but unless required by law, we will not be obligated to do so. Your access devices may not be used after we terminate your right to make transactions, or after your accounts are closed. You may terminate your membership by giving us notice and complying with the policies and procedures of the credit union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts, products, or services or your liability on outstanding items, transactions, or obligations. Termination will not terminate your indemnification and hold harmless obligations set forth in this Agreement. When either you or the credit union closes any accounts, certain funds may not be immediately made available to you upon

closing. This is due to actions you have taken or your relationships with third parties that may result in certain holds that affect your available funds versus your actual funds. Once all these matters are cleared so that your accounts are no longer responsible for any sums these other third parties may claim, then any remaining funds shall become available funds and will be paid to you.

20. **Rights to Freeze Account Generally.** For purposes of this section, "dispute" may include such disputes between you and the credit union involving the account, disputes between you and an authorized signer or other joint owner, or any situation where a third party takes action or gives notice to the credit union of any claim on the account or funds contained therein, regardless of whether the credit union is involved in such dispute, as well as any other situation in which there is an allegation of fraud or mistake or the credit union is uncertain as to the ownership or payment of funds. We may suspend payment and/or place a hold on your account in our sole discretion and under any circumstance including, but not limited to: (a) if the credit union determines that the ownership of funds or the right to debit or make withdrawals from your account is in dispute; (b) you owe the credit union or any of its affiliates money, or the credit union or any of its affiliates has a claim against you for the payment of money, regardless of whether such claim is disputed, unliquidated, or contingent; (c) we detect or suspect any unauthorized, unlawful or irregular activity related to your account including but not limited to transactions prohibited by applicable law; (d) you have committed or are suspected of committing an allegedly fraudulent act, or, if any claim, whether oral or written, has been made upon the credit union due to your actions; or (e) upon notice of a bankruptcy filing. Payment will be suspended and/or a hold will remain on your account until the dispute, allegation, or problem is resolved or determined to the credit union's satisfaction. In no event will the credit union be liable for any delay or refusal to follow instructions or for returning items unpaid that occur because of a dispute or uncertainty over the ownership or control of your account or the suspension or freezing of your account for any of the reasons stated above. In the event we receive a documented claim for a forged, irregular, altered (including payee and dollar amounts), or unauthorized endorsement on a check or other item deposited into your account, the credit union is authorized to debit your account for the amount of the claim, without prior notice to you. The credit union will have no liability for honoring the claim. You agree to be liable to the credit union for any losses, costs, including but not limited to, reasonable attorneys' fees and expenses, to the extent permitted by law that we incur because of any dispute brought by a third party involving your account. You authorize us to deduct any such loss, costs, or expenses from your account without prior notice to you. In the case of any bankruptcy proceeding, the credit union has a right to preserve such collateral as set forth herein as cash collateral; and is not required to surrender or turnover such collateral absent the account owner's filing any appropriate motions and the entry of an order either providing for adequate protection of the credit union's rights in such collateral or modifying or terminating the automatic stay as to such collateral. You further agree that the credit union's exercise of this right to safeguard or "freeze" funds on deposit shall not constitute a violation of the automatic stay afforded by the Bankruptcy Code, or other applicable law.

21. **RIGHT OF SET OFF. YOU AGREE THAT THE CREDIT UNION RETAINS, AT ALL TIMES, THE COMMON LAW EQUITABLE RIGHT OF SET OFF AGAINST ALL DEPOSITS WITH REGARD TO ANY DEBT OR OBLIGATION OWED TO US INDIVIDUALLY OR OTHERWISE, WHICH RIGHT MAY BE EXERCISED BY US WITHOUT LEGAL PROCESS OR NOTICE TO YOU OR ANY ACCOUNT OWNER. THE RIGHT OF SET OFF MAY BE USED BY THE CREDIT UNION FROM TIME TO TIME. THE CREDIT UNION'S RIGHTS ARE CUMULATIVE, IMMEDIATE, WITHOUT ANY NOTICE REQUIREMENT, AND APPLY TO ALL ACCOUNTS, PRODUCTS, AND SERVICES.**

22. **STATUTORY AND CONSENSUAL LIENS ON ALL DEPOSITS.** YOU HEREBY GIVE THE CREDIT UNION A SECURITY INTEREST IN, OR A LIEN ON, ANY AND ALL FUNDS IN ALL OF YOUR JOINT AND INDIVIDUAL ACCOUNTS, TOGETHER WITH ALL INTEREST, REGARDLESS OF THE SOURCE OF THE DEPOSITS OR

ANY INDIVIDUAL ACCOUNT OWNER'S CONTRIBUTIONS. THIS LIEN SECURES ANY ACCOUNT OWNER'S JOINT AND INDIVIDUAL OBLIGATIONS TO US NOW OR IN THE FUTURE, WHETHER DIRECT, INDIRECT, CONTINGENT, OR SECONDARY; AND HAS PRIORITY OVER ALL OTHER CLAIMS. YOU AGREE THAT THIS LIEN IS CREATED AND/OR IMPRESSED, AS APPLICABLE, AS OF THE FIRST DATE THAT ANY APPLICABLE ACCOUNT IS OPENED WITH US. THIS LIEN SECURES ALL DEBTS AND OBLIGATIONS YOU OWE US INCLUDING, BUT NOT LIMITED TO, THOSE ARISING PURSUANT TO ANY LOAN AGREEMENTS OR UNDER THIS AGREEMENT OR ARISING FROM ANY INSUFFICIENT FUNDS CHECKS OR OTHER ITEMS; OR FEES; OR COSTS; OR EXPENSES; OR ANY COMBINATION OR ALL OF THE ABOVE. YOU AUTHORIZE US TO APPLY ALL DEPOSITS TO ANY DEBTS AND OBLIGATIONS OWED TO US IF YOU DEFAULT OR FAIL TO PAY OR SATISFY ANY OBLIGATION TO US, WITHOUT ANY NOTICE TO YOU OR ANY ACCOUNT OWNER. THE CREDIT UNION'S RIGHTS ARE CUMMULATIVE, IMMEDIATE, WITHOUT ANY NOTICE REQUIREMENT, AND APPLY TO ALL ACCOUNTS, PRODUCTS, AND SERVICES. THE CREDIT UNION MAY EXERCISE ITS STATUTORY AND LIEN RIGHTS FROM TIME TO TIME.

23. **CROSS-COLLATERALIZATION.** AS APPLICABLE AND TO THE FULLEST EXTENT ALLOWED BY LAW (SPECIFICALLY EXCLUDING RESIDENTIAL MORTGAGE LOANS), YOU AGREE THAT ALL COLLATERAL PLEDGED TO SECURE ANY DEBT OR LOAN OBLIGATION OWED TO US WILL ALSO SECURE PAYMENT OF YOUR OTHER OBLIGATIONS TO US. THIS PLEDGE WILL SECURE ALL OBLIGATIONS OWED AT THE TIME OF THE PLEDGE AND WHICH ARISE THEREAFTER. THIS "CROSS-COLLATERALIZATION" OF YOUR OBLIGATIONS APPLIES TO ALL DEBTS REGARDING YOUR ACCOUNTS, PRODUCTS OR SERVICES INCLUDING, BUT NOT LIMITED TO, EACH CLOSED-END LOAN OBLIGATION, EACH ADVANCE UNDER ANY OPEN-END LOAN PLAN, ALL OBLIGATIONS UNDER ANY CREDIT CARD AGREEMENT WITH US, AND OVERDRAFTS AND OVERDRAWN ACCOUNTS. THE CREDIT UNION'S RIGHTS ARE CUMMULATIVE, IMMEDIATE, WITHOUT ANY NOTICE REQUIREMENT, AND APPLY TO ALL ACCOUNTS, PRODUCTS, AND SERVICES.

24. **Standards of Conduct; Termination of Membership; Duty to Cooperate.**

a. **Standards of Conduct.** You agree that we may terminate (in accordance with applicable law, the terms of this Agreement and the credit union's bylaws, without notice or further action, as applicable) your membership, any account, product or service for cause based on any of the circumstances identified in this Agreement. You agree that the credit union will have no liability, responsibility, or culpability whatsoever for the termination of your membership, the withdrawal of services or the closure of your accounts. Except as otherwise prohibited by applicable law, we reserve the right, in our sole discretion, to terminate, limit or restrict, or change the terms of your accounts, products or services including, but not limited to, placing a freeze on any sums on deposit with us at any time without notice or requiring you to close your account, product or service and apply for a new account, product or service, if, for example and without limitation: (1) there is a request to change the owners or one of the owners has died; (2) there is alleged or actual fraud/forgery or unauthorized use committed or reported; (3) there is a dispute as to ownership of any account or sum on deposit; (4) there are any checks that are lost or stolen; (5) there are returned unpaid checks or other items or transactions not covered by an overdraft service or any abuse of any such service per our assessment thereof; (6) there is any misrepresentation regarding any accounts, products or services; (7) the credit union incurs any loss or believes it may incur any loss or other liability relating to any accounts, products or services you have with us; (8) if we believe you have been negligent in protecting any access device(s); (9) we deem it necessary to protect the credit union from any risks or losses, or otherwise deem it to be in the best interests of the credit union, our members, or our employees; (10) you breach any term or condition under this Agreement or any other agreements with us including, but not limited to, any default or other delinquency with regard

to any loan, debt, obligation, or other agreement; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Agreement; (13) you have an account that does not maintain a required par value for a membership account or any balance as to all other accounts; (14) you violate any credit union policy, process, procedure, bylaw, standard or any applicable law; (15) the physical abuse, assault, or harassment of, or multiple instances of verbal abuse of an employee, an officer, a director, or another member of the credit union, or when you have otherwise been abusive, hostile, threatening, unprofessional, or confrontational in the conduct of your affairs with the credit union or in your communications about the credit union or its employees; (16) if you participate or facilitate any transactions for another person who is prohibited from making transactions with us pursuant to applicable laws or credit union policy/procedure; (17) making unauthorized postings, defacing or removing notices or signs on credit union premises; (18) making untruthful, unauthorized, hostile, threatening, unprofessional, or confrontational postings on social media sites about us or third-parties; (19) you use one or more credit or debit cards, issued by the credit union, in a manner we believe is intended to abuse any applicable rewards program; (20) you file a frivolous or unsupported claim or claims of fraud; (21) you abuse a product or service offered by the credit union; (22) you require the issuance of multiple credit or debit cards because of alleged loss, theft, or otherwise; (23) misappropriating credit union funds, property, or other material proprietary to the credit union; (24) deliberately or repeatedly violating security procedures or safety rules; (25) possessing, using, or being under the influence of alcohol or illicit drugs on credit union premises; (26) engaging in use or possession of weapons of any kind on credit union premises except for on-duty law enforcement officers or security officers; (27) any new laws, rules, regulations or other requirements make it impractical or impossible for the credit union to meet the requirements of such laws, rules, regulations or other requirements; (28) using one or more credit or debit cards to obtain cash and purchasing power we do not believe appropriate; or (29) using any account, product or service for a purpose other than day-to-day consumer or personal use. We also reserve the right to convert an account to a different account if the account does not have consistent active use over consecutive statement cycles, which period we shall determine from time to time.

b. **Notice on Actions We may Take Upon Termination.** We, on our own accord, may place a stop payment on any check, item, or transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances (i.e., violation of the standards of conduct) have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn interest. We are not responsible for any check, item or transaction after your account is terminated. However, if we pay any check or other item or transaction after termination, you agree to reimburse us immediately upon demand.

c. **Residence Outside the U.S., Its Possessions or Territories.** We may require that all checking accounts and related services be closed or deactivated if you move your residence to a country or place outside the U.S., its possessions, or territories. The credit union may close your checking accounts, products, and services if you do not do so.

d. **Duty to Cooperate Generally.** You have a general duty to cooperate with us, and any law enforcement or government agent or agency about any claim of fraud, forgery, alteration, unauthorized access, or any other adverse claims. You will need to file a criminal report against any suspected wrongdoing. If you fail to do so, or if you enter into any settlement or restitution agreement with a wrongdoer without our prior written consent, you waive any claims against us.

25. **Electronic Access Restricted or Terminated.** If you are delinquent on a loan or have an overdrawn deposit account with us, electronic access to your accounts may be restricted or terminated (e.g., mobile banking, debit or ATM card use, Internet home banking, etc.). If you, as determined in our sole discretion, misuse any electronic device,

electronic access to your accounts and services may be restricted, temporarily or permanently, or terminated.

26. **General Limitations on Account and Services for Members.** Notwithstanding anything to the contrary contained herein, the credit union may limit, refuse, close or terminate any account, product, or service if: (i) we deem it necessary due to applicable law; or (ii) we deem it to be in the credit union's best interests to not provide accounts, products, or services due to potential exposures or obligations under any applicable law or which may expose the credit union to a loss.

27. **Third Party Liability; Recovery of Attorneys' Fees and Costs.** All third persons including, but not limited to, attorneys-in-fact, agents, representative payees, and trustees, are liable to us for any and all transactions and obligations incurred by any actions dealing with your accounts. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE AND EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, WE MAY SUFFER OR INCUR ARISING OUT OF OR RELATED TO ANY ACTION OR CLAIM BY ANY PARTY WITH RESPECT TO THE AUTHORITY OR ACTIONS TAKEN BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, YOUR ATTORNEY-IN-FACT, AGENT, REPRESENTATIVE PAYEE, OR TRUSTEE.

All owners of accounts, products, or services agree to, jointly and severally (individually), pay us for all costs and expenses, including reasonable attorneys' fees we may incur, without limitation: (1) if it is necessary for us to bring any legal or other action to collect any sum you owe the credit union; (2) if we incur any costs or expense as a result of any order or instruction received from any owner (or owner's attorney in fact, agent, personal representative, executor, heir or other party in interest) or authorized person under this Agreement, any adverse claim, or legal process; (3) your failure to comply with any obligation in this Agreement or any other agreement; (4) if we incur any expense as a result of any dispute, adverse or inconsistent claim; (5) if we bring any action contemplated in this Agreement; (6) if we successfully defend any claim against the credit union brought by any owner, attorney in fact, agent, personal representative, executor, heir or other party in interest brought via any formal or informal process (including but not limited to arbitration or mediation) involving your accounts, products or services; or (7) if we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality of any transactions to/from your accounts or involving any services with us, or any request for information or documentation regarding any of your accounts. If you are responsible to pay us any costs of collection or legal expenses incurred in collecting any amount you owe; in enforcing or protecting our rights under this Agreement or otherwise; or as provided in this subsection, including but not limited to costs of repossession, repair, appraisal, and all other costs or expenses, you agree to pay us the actual amount of such costs and expenses together with reasonable attorneys' fees. Further, you agree to pay the credit union an additional sum for any costs, legal expenses or reasonable attorneys' fees incurred in any appellate, bankruptcy or post-judgment proceedings, except as limited or prohibited by applicable law. Any costs, expenses or fees hereunder will be paid from any of your accounts with the credit union before payment to any owner or other party. If the amounts in your accounts are not sufficient, then the owners of the affected accounts or parties to any applicable services will immediately pay any difference.

28. **Credit Union Liability.** Subject to any limitations provided herein and except for losses caused by our failure to exercise ordinary care, you agree that we will not be liable for any action or inaction relating to your accounts, products, or services. In this Agreement, "ordinary care" means observance of banking industry practices that do not vary unreasonably from the general banking practices prevailing in the area we service. **YOU AGREE THAT WE WILL NEVER BE LIABLE, UNDER ANY CIRCUMSTANCE, FOR MORE THAN YOUR ACTUAL LOSS, UP TO THE AMOUNT OF THE ACTION OR TRANSACTION GIVING RISE TO THE LOSS, UNLESS OTHERWISE REQUIRED BY LAW. FURTHER, YOU AGREE THAT OUR LIABILITY WILL BE REDUCED BY THE AMOUNT OF ACTUAL LOSS WHICH COULD HAVE BEEN AVOIDED HAD YOU EXERCISED**

ORDINARY CARE. YOU ARE RESPONSIBLE FOR MITIGATING ANY ALLEGED LOSS OR DAMAGE. Further, we will not be liable for losses or damages, including without limitation, if (1) your account contains insufficient funds for the transaction, (2) circumstances beyond our reasonable control prevent the transaction (see next section for more detail), (3) your loss is caused by you or another financial institution's actions, inactions, omissions and/or negligence, or (4) your account funds are subject to legal process, garnishment, attachment, tax levy, freeze or other claim. You agree that the credit union has a reasonable time to investigate the facts and circumstances surrounding any claimed loss and that the credit union has no obligation to provisionally credit your account before or during the investigation, unless required by law. If we do credit your account, you agree that such credit is not considered final payment. If a credit is given to your account at any time and the credit union determines that the original debit to your account was proper, you agree that the credit union may reverse the credit to you at any time whether we originally advised that the credit was provisional or not. You agree that you are solely responsible for the structure and information provided for the account. You agree that we have not provided any advice and made no representations or warranties, expressed or implied, regarding the structure of any accounts, products, or services. Furthermore, you agree that you have not relied on any alleged statements or assertions about the structure of any accounts, products, or services. The credit union will not have any liability or responsibility to you, any owner, or others relating to the dishonor or other return of any check, item, ACH transaction or other order occurring because of our exercising our lien rights, right to set-off, or freezing any accounts to protect or preserve such rights and to prevent the insufficiency of funds or otherwise.

29. **General Limitations on Credit Union Liability; Force Majeure.** We are not liable to you for any loss caused by an event beyond our control, including circumstances that prevent or delay us in performing our obligations regarding any transaction, such as acting on a payment order, crediting any funds transfer to your accounts, processing an item or check, or crediting your accounts. Circumstances beyond our control include, but are not limited to: war, insurrection or riot; natural disaster; adverse weather conditions; acts of God; pandemic; epidemic, shortages of materials or labor; emergency declarations; court orders, acts of terrorism; emergency conditions including any risk of loss to the credit union; a legal constraint or governmental action or inaction; strike or stoppage of labor; power or utility failure; the breakdown or failure of our equipment or systems for any reason; the breakdown of any communication or transmission facilities; any failure by mail or courier service; suspension of payments by another party; data breaches of third party service provider; or any matter resulting in whole or part from your act, omission, negligence or fault. Any provision of this Agreement that limits the credit union's liability does not negate the credit union's duty (if any) under applicable law to act with ordinary care. If any provision of this Agreement is determined to limit the bank's liability in a way prohibited by applicable law, the provision will nevertheless be enforced to the fullest extent permitted under that law. We will not be liable for anything we do when following your instructions. **WE WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER SPECIAL DAMAGES, IN ANY DEMAND, CLAIM, ACTION OR CAUSE OF ACTION, REGARDLESS OF WHETHER YOU HAVE ADVISED US OF THE POSSIBILITY THAT YOU MAY INCUR SUCH DAMAGES. YOU HEREBY EXPRESSLY WAIVE YOUR RIGHT TO SEEK RECOVERY OF SPECIAL DAMAGES FROM US.**

30. **Loans and Obligations to the Credit Union – Limited Power of Attorney.** All borrowers and owners of collateral hereby authorize us, or our agent or third party service provider, to file, execute, sign, authenticate, and take all other action we deem necessary or proper in such parties' names and stead with regard to such parties' obligations to sign, file or obtain any lien, evidence of lien, financing statement, certificate of title or other security instrument we deem necessary for the attachment or perfection of our lien rights in any collateral pledged to secure the borrower's obligations to the credit

union, as well as any additional collateral we may require, any alternate collateral we agree to accept, or the sale of such collateral in the event of default, which authority includes, but is not limited to, modification, amendment, continuation, or refinancing.

31. **Information About Your Accounts and About You.** We will only disclose information to third parties about your accounts or about you as permitted in this Agreement and our Privacy Policy; as permitted by any applicable law; or when we are attempting to collect an obligation or debt owed to us.

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

33. **Disputes About the Account or Suspicious Activity Generally.** If we believe that the owners, authorized persons, or persons acting on behalf of the owners, and/or private or government organizations are in dispute concerning any aspect of the account, or we are uncertain who is entitled to access an account or the funds in an account, or that there is suspicious activity involving the account or misrepresentations made on any application, we may, in our sole discretion, do any or all of the following things as we deem appropriate: close the account; deny the applications; continue as set forth in this Agreement; freeze the funds in the account pending resolution of the dispute to our satisfaction; or, except as expressly limited by applicable law, deposit the funds from the account into the registry of an appropriate court for a determination of the parties authorized to access the account and/or withdraw funds from the account. If, and to the fullest extent allowed by law, we may deduct our attorneys' fees and court costs from the funds in the account to be deposited with the court.

34. **Changes to Account, Product or Services.** Changes to any account, product, or service requested by you, any owner, or authorized person, or a change to a term or condition of this Agreement, can only be made with the prior written consent of the credit union. We may, in our sole discretion, waive the prior written consent requirement relating to accounts, products or services.

35. **The Americans with Disabilities Act (ADA).** We will accommodate commercially reasonable requests to assist members with disabilities. To do so, you agree to notify us of any disability and/or accommodation requests. You will notify us regarding any service providers you wish to use; and you will provide us with information to allow us to identify the service providers. To the fullest extent permitted by law, you agree to not initiate, or allow a third party to initiate on your behalf, any type of Americans With Disabilities Act (ADA) claim, action or lawsuit, unless and until notice has been given to the credit union, and we have been given a commercially reasonable amount of time to remove the barrier and/or provide a commercially reasonable accommodation, but failed to do so.

36. **Consent to Contact.** You agree that we may contact you using your contact information listed in our records, now and in the future, including your email address(es) and telephone numbers. By providing telephone numbers to the credit union (including wireless, cellphone, mobile, or VOIP number), you expressly consent, in accordance with the terms of our Privacy Policy, to receive autodialed and prerecorded calls and text messages from the credit union and any of our affiliates and third-party service providers. You expressly consent to receive emails, telephone calls and text messages: (i) to notify you regarding any of your accounts, products, and services; (ii) to provide you with credit or debit card transaction alerts; (iii) to collect a debt or other obligation; (iv) to notify you of new or additional accounts, products, and services; and (v) as otherwise related to your accounts, products and services.

TEXT MESSAGE/AUTODIALER CONSENT. THIS AGREEMENT ALLOWS THE CREDIT UNION, OUR AFFILIATES, AND THIRD-PARTY SERVICE PROVIDERS TO COMMUNICATE WITH YOU BY TEXT MESSAGE, INCLUDING THE USE OF AN AUTODIALER, FOR BUSINESS AND MARKETING PURPOSES (SUBJECT TO THE TERMS OF OUR PRIVACY POLICY). PLEASE REFER TO THE CELL PHONE CONTACT TERMS AND CONDITIONS ATTACHMENT FOR

DETAILS. ALSO, PLEASE REFER TO OUR PRIVACY POLICY ATTACHMENT FOR YOUR "OPT-OUT" OPTIONS.

37. **Electronic Communications Generally.** You acknowledge and agree that Internet, e-mail, and SMS (text) messaging are considered inherently insecure. We have no duty to investigate the validity or to verify any e-mail, SMS, or other electronic communication; and may respond to an e-mail, SMS, or other electronic communication at either the address provided with the communication, the electronic address in your application, or any other written communication actually received by us. AS A RESULT, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE AND EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, WHICH MAY ARISE FROM OUR RESPONSES TO ANY INTERNET, E-MAIL, SMS OR OTHER ELECTRONIC COMMUNICATION, WHICH WE IN GOOD FAITH BELIEVE, YOU HAVE SUBMITTED TO US. The credit union may not immediately receive e-mail communications that you send. It is your obligation to confirm that any electronic communication sent to the credit union is received by the credit union.

38. **Electronic Records.** You acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including, but not limited to, applications, statements, disclosures, agreements, communications, letters, checks, receipts, transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. We will routinely destroy all original documentation. We may store records electronically (in credit union owned facilities and in secure third-party cloud-based servers) via imaging, scanning, filming, or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such records shall for all purposes be recognized and admissible in evidence (before any court, arbitration, or administrative agency, as applicable) as originals or otherwise to prove the agreements, rights, and obligations of the parties pursuant to any such records.

39. **Significant Health Concerns.** All credit union offices and facilities reserve the right to follow/implement official health guidance issued by governmental entities and/or health organizations which may include but are not limited to, closure of credit union offices; social distancing; and requiring the use of personal protective equipment (masks, gloves, clear eye coverings or other requirements). These requirements may vary from office to office; and may change from time to time. **Face Masks** - For security reasons all face masks are prohibited unless medically required or required by the credit union. If a mask is medically required or required by the credit union, members/non-members, contractors, and staff, will be asked to temporarily remove it, for proper identification, before completing a transaction or before providing assistance. If you feel you cannot remove your mask temporarily for identification in the branch you may use the credit union's drive-thru as an alternative. We will also consider any requests for special appointments where your identity can be verified before entering a credit union office.

40. **Law and Venue.** Subject to the terms and conditions of the Binding (Mandatory) Arbitration Agreement and Class Action Waiver, this Agreement and your and our rights and obligations under this Agreement, and any other relationships to which this Agreement applies, are governed and interpreted according to federal law and the laws of the State of Texas, without giving effect to choice of law principles. If state law and federal law are inconsistent, or if state law is preempted by federal law, federal law governs in all respects. You knowingly acquiesce and submit to personal jurisdiction in the State of Texas. Venue for any claim or dispute will be solely in Tarrant County, Texas. You expressly waive any claims against or objections to such personal jurisdiction and venue.

41. **Waiver.** We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any account owner, authorized person or other applicable person/party; or to enforce any of our rights with

respect to other transactions or services. Any such waiver shall not modify the terms and conditions of this Agreement or any other applicable agreement or document. Our failure to insist upon your strict performance of any term of this Agreement is not a waiver of that term. Mere lapse of time is not a waiver of any breach of this Agreement or any other agreement between us. Our waiver of any breach does not affect our right to enforce any of our rights later and, for clarification, does not modify this Agreement. We may agree in writing to waive a term of this Agreement, including a fee, and we may revoke any waiver. Any agreed waiver does not constitute an agreement or guarantee, implied or otherwise, to a future waiver(s).

42. **Delinquency and Communication.** You agree that should your loans (if any) become delinquent and/or your accounts have a negative balance, the credit union, its affiliates, and its third party service providers may contact you using any methods allowed by law including, but not limited to, telephone calls to any landline or cellular phone number that you provided to us (now or in the future and dialed with or without the use of an auto dialer); secure message via the credit union's online banking portal; email; SMS (text message dialed with or without the use of an auto dialer); or other electronic form of communication, such as pre-recorded or artificial voice calls or messages. You also agree that you are solely responsible for any fees charged by your internet and cellular provider that you may incur through such contact.

43. **DEFAULTS AND YOUR CREDIT REPORTS.** THE CREDIT UNION MAY REPORT INFORMATION ABOUT YOUR ACCOUNTS TO THIRD PARTIES SUCH AS CREDIT REPORTING AGENCIES OR BUREAUS. ACTIONS INCLUDING, BUT NOT LIMITED TO, LATE PAYMENTS, MISSED PAYMENTS OR OTHER DEFAULTS ON YOUR LOAN AND ACCOUNTS, PRODUCTS OR SERVICES MAY BE REFLECTED IN YOUR CREDIT REPORTS.

44. **Website.** The credit union's website and the electronic services that we provide (excluding linked sites) are controlled by the credit union from its principal offices in Texas. While you may choose to access our web site and electronic services from other locations, we make no representation that any information, materials, or functions included in our website or via our electronic services are appropriate or authorized for use in other jurisdictions. You agree that you are not relying on us in making any decisions relating to our website or electronic services. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable laws.

45. **Disclaimer – Electronic Services.** Except as otherwise provided in this Agreement, or as required by law, we assume no responsibility for the timeliness, deletion, mis-delivery, or failure to store any communications, personalizations, or electronic settings. You understand and expressly agree that the use of your account or service is at your sole risk, and that any material and/or data downloaded or otherwise obtained using electronic services is downloaded or obtained at your own discretion and risk, and that you will be solely responsible for any damages, including without limitation damage to your computer system or mobile device or loss of data that results from the downloading or the obtaining of such material and/or data. We make no warranty or representation, expressed or implied, regarding the results that may be obtained from the use of electronic services, the accuracy or reliability of any information obtained through electronic services, the accuracy of any information retrieved by you from the accounts or that the electronic services will meet any person's requirements, be uninterrupted, timely, secure, or error-free. You agree that you are not relying on us in making any decisions relating to electronic services. Except as expressly set forth in this Agreement, we disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or use, errors, viruses, or non-infringement of intellectual property or third-party rights, regarding any accounts, products, and services, including electronic services. You assume all risks of the use, results, and performance of any account, product, or service.

46. **Services Provided Over the Internet.** Your use of the Internet will be entirely at your own risk. We make no representation, warranty or endorsement with respect to: (1) information placed on the Internet by third parties; (2) the security or continued availability of the

Internet or of any Internet website, including without limitation our website; or (3) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our services. The credit union, our affiliates, and our service providers assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system. You agree that: (1) Internet services are provided to you on an "As Is," "Where Is," and "With All Faults" basis, without warranties or representations, expressed or implied, of any kind; (2) the credit union, our affiliates, and Internet service providers will not be liable for any errors, defects in, or the untimeliness or lack of authenticity of, any information provided over the Internet; (3) you will comply with all applicable laws, including laws, regulations and rules applicable to your Internet activities; (4) you will not transmit any information which is defamatory, abusive, or which may give rise to civil or criminal liability; and (5) our Internet service will be subject to the additional qualifications and operating rules, if any, set forth on our web site.

47. **Exclusions of Warranties.** EXCEPT AS OTHERWISE PROHIBITED BY APPLICABLE LAW, OUR ACCOUNTS, PRODUCTS AND SERVICES INCLUDING, BUT NOT LIMITED TO, THE WEBSITE, ONLINE BANKING, AND MOBILE BANKING, ARE PROVIDED "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR NONINFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, OR TIMELY ACCESS TO ANY PART OF OUR SERVICES OR SYSTEMS. YOU AGREE THAT YOU ARE NOT RELYING ON ANY STATEMENTS MADE, OR ALLEGED TO HAVE BEEN MADE, BY US OR ANY OF OUR EMPLOYEES, AGENTS OR REPRESENTATIVES, EXCEPT THOSE REPRESENTATIONS AND WARRANTIES RELATING TO YOUR ACCOUNTS, PRODUCTS OR SERVICES THAT ARE SOLELY CONTAINED WITHIN THIS AGREEMENT OR OTHER APPLICABLE WRITTEN AGREEMENTS PERTAINING TO A SPECIFIC ACCOUNT, PRODUCT OR SERVICE.

48. **Accounts Not Negotiable.** All accounts including, but not limited to certificate of deposit accounts, are non-assignable and non-negotiable to third parties. This means that you may not endorse, negotiate, transfer, secure or pledge any account or the funds in that account to any person or organization other than us for any reason. Unless a person's name appears in our records, he or she may be denied access to any and all accounts, products and services, and all funds and information pertaining to any and all accounts, products and services, unless otherwise required by law.

49. **Compliance with the Law.** You agree to comply with all applicable laws. You also warrant and agree that you will not use any accounts, products, or services to make or facilitate any illegal or inappropriate transactions as determined by applicable law, or as we in our discretion may deem inappropriate; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or third-party service providers' rules may limit or prohibit certain transactions including, but not limited to, those coded as possible gambling transactions. The credit union may decline to accept, process, or pay any transaction that we believe to be illegal, improper, or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited including, but not limited to, any transaction involving or relating to any gambling activity. Such prohibitions or limitations may affect some otherwise proper or allowable transactions such as debits, charges, or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the credit union's control and that the credit union will not have any liability, responsibility, or culpability whatsoever for any such use by you, any account owner or authorized person; or for declining to accept, process, or pay any such transaction.

50. **Coin Machine/Counter.** Coin counting machines are in some of the financial centers or branches for our members' convenience. Members are asked to be courteous of other members and to limit usage to reasonable and customary standards. If there is a

disagreement regarding the definition of "reasonable and customary" limits, the branch manager or the branch manager's designee will make that determination. The coin counter is for personal use and should not be used for commercial purposes.

51. **Lack of Capacity and Undue Influence.** If we believe you do not have the capacity to conduct transactions on your account, or a person is exerting undue influence over you, we may (but are not obligated to) act to prevent losses for you and us. Those actions include, but are not limited to, (1) declining to follow your instructions, (2) suspending all methods to access your account, products, and services, (3) place a hold on funds in your account, and (4) notify the appropriate authorities. You agree that we may continue to take such actions and such actions may be ongoing or recurring until we (1) believe that you can handle your own business affairs and/or are not the victim of undue influence, or (2) received lawful notice instructing us otherwise.

52. **Elder Abuse and Elder Financial Exploitation.** We may elect to close an account, freeze funds and/or limit activity if we suspect elder abuse and/or elder financial exploitation associated with an account, product, or service. This determination will be made in our sole discretion based on our interpretation of the events or actions occurring on an account. It is our responsibility to report our suspicions and findings to the appropriate authorities. You agree that we may report suspicious activity to the appropriate authorities.

Agreed Exception to Privacy Restrictions – Fraud or Financial Exploitation: It is agreed that fraud and financial exploitation are serious matters that can expose both members and the credit union to risks and losses. This particularly affects the elderly but can harm anyone. To help combat suspected fraud and financial exploitation it is agreed that the credit union may report such suspicions to persons (including but not limited to family members) who we in good faith believe may be able to provide assistance and/or protections. The option to so report is completely voluntary and imposes no obligations on the credit union. YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE AND EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, RESULTING FROM THE FREEZING OF YOUR ACCOUNTS AND THE RESULTS OF ANY REPORTING BY US AS HEREIN PROVIDED.

53. **Indemnification Generally.** YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, COSTS, LOSSES, LIABILITY, EXPENSES AND FEES (INCLUDING, WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) WHICH WE INCUR BY ACTING IN ACCORDANCE WITH THIS AGREEMENT OR AS A RESULT OF YOUR FAILURE TO ABIDE BY ITS TERMS INCLUDING, BUT NOT LIMITED TO, THOSE ARISING FROM: (1) THIRD-PARTY CLAIM, ACTION, OR ALLEGATION OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION BASED ON INFORMATION, DATA, FILES, OR OTHER MATERIALS SUBMITTED BY YOU TO US; (2) ANY FRAUD, MANIPULATION, OR OTHER BREACH OF THIS AGREEMENT; (3) YOUR VIOLATION OF ANY LAW OR RIGHTS OF A THIRD-PARTY; OR (4) YOUR PROVISION OF ACCESS TO YOUR ACCOUNTS PRODUCTS OR SERVICES TO ANY THIRD-PARTY OR AUTHORIZED PERSON. For purposes of the indemnification, defense, and hold harmless obligations or requirements throughout this Agreement, the term "us" includes the credit union and any of the credit union's directors, officers, employees, consultants, agents, representatives, third-party service providers, subsidiaries, affiliates, successors, and assigns.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to defense and/or indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of any accounts, products or services by you, any account owner, or authorized person.

54. **Legal Process Fee.** You agree that we may debit your accounts for charges and costs including, but not limited to, reasonable

attorneys' fees, in connection with negotiations, responses, appearances and the production of statements, items or other documents pursuant to subpoenas, court orders, levies, garnishments, receiverships, or other instruments of legal process to the extent not otherwise prohibited by applicable law. You agree that any legal process against your accounts will be subject to our contractual and/or statutory liens and you authorize us to exercise the contractual and/or statutory lien whether any outstanding obligation is in default, subject to applicable law. Fees for legal process activities are set forth in the current version of our Account Fee Schedule.

55. **Signature Guarantee Services.** Signature guarantee services are available to our members at certain branches. Such services are limited and/or conditioned upon our internal operating procedures and applicable law. We have the right to refuse a signature guarantee at our discretion.

56. **Notary Services.** Notary services may be available to our members at certain branches. To the extent witnesses are required, members should bring their own witnesses as our staff should not act as a witness. Unless prohibited by law, we have the right to refuse a notary request at our discretion.

57. **Monitoring Transactions; Personal, Family and Household Purposes.** The credit union monitors all members, transactions, accounts, services, and products. If prohibited activity, suspicious activity and/or unsatisfactory account handling (as determined in the credit union's sole discretion) is detected, the credit union will review the account, product or service and act either by limiting a product or service and/or closing or restricting the account, product, or service. Additionally, we reserve the right to contact you about your account activity and the activity of any account owner or authorized person. Verifying your transactional activity is for security purposes and/or a legal requirement. If you refuse to answer the questions needed to validate activity associated with your accounts, products, or services, we reserve the right to restrict your accounts, products, and services and/or close your accounts, products, and services, as applicable, in our sole discretion.

You agree that all accounts, products, and services will be used for personal, family and household purposes only. If we, in our sole discretion, determine that you are using your account, product or service for business or commercial purposes, we may require that your account, product or service be closed or converted to a business account, product or service, as applicable.

58. **Digital or Virtual Currency.** Unless we specifically agreed otherwise, in our sole discretion and on a case-by-case basis, we do not accept accounts transacting in any type of digital or virtual currency (crypto currency) services or transactions.

59. **Communication; Translation Processing.** All written and oral communication will be in English. If any non-English documents are presented to you, or if any conversations are had with you in a language other than English, it is a courtesy only and does not obligate us to present any future document or conduct future business with you in any language other than English, except as otherwise required by law. If you require the use of a translator or interpreter to conduct transactions with the credit union, it is your responsibility to make arrangements to have the translator or interpreter with you throughout the entire transaction and subsequent discussions. In the event one of our staff attempts to assist you in translating or interpreting, we make no representations or warranties, express or implied, as to such action, all such warranties being expressly disclaimed and waived by you and us. You assume the risk associated with such action and agree that you are relying on your own understanding of this Agreement and any account, product, or service disclosure, without reliance on our staff. If you do not understand the terms of this Agreement or the terms of any other document, please seek the appropriate assistance.

60. **Change of Name, Address, Phone Number or Email.** Notwithstanding anything to the contrary contained herein, you must promptly notify us of any change of name, phone number or address, including your email by writing (collectively, "contact information"):

EECU
P.O. Box 1777

Fort Worth, Texas 76101

If you have accounts, products and services on a combined statement, any owner of, or authorized person associated with, the account may change the contact information of all accounts included in the combined statement at the credit union's discretion or if you have a multiple party account, any owner of the account or authorized person may change the contact information of all members on the accounts at the credit union's discretion. In the absence of such notice, any mail, disclosure or notice to you at any: address, forwarding address provided to us by the U.S. Postal Office or related service, or email address shown by our records or any communication received from you, will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery of any periodic statements, notices, documents, or other materials we may be required to provide, regardless of actual receipt by you. If we receive notice that the contact information you provided to us is not or is no longer correct, or has changed without notice to us, we may, in our discretion: (1) charge a fee as set forth in the current version of our Account Fee Schedule for returned mail and (2) discontinue sending any periodic statements, notices, documents, or other materials to you until verifiable information is provided to correct any deficiency.

61. **Third-Party Documents.** From time to time, you may present us with certain documents that the credit union is not a party to (examples include, but are not limited to, trust agreements, wills, powers of attorney, court orders, divorce settlement agreements, etc.). The credit union may require such documents for a purpose such as proving the existence of a court order or trust as required by applicable law. However, the credit union is not a party to such agreements and the mere possession of these documents does not in any way imply or impute knowledge (actual, express, or implied) of the contents of such documents to the credit union or its employees. Any documents obtained are for our sole use and not for the benefit of any third-party.

62. **International Transaction Fee.** If your debit card or credit card, as applicable, is used to make an international purchase, regardless of where the transaction originated, from within the United States or outside of the United States, you may be charged an international transaction fee(s) as described in the current version of our Account Fee Schedule or applicable credit card agreement, all of which may be amended from time to time.

63. **Amendments and Acceptance Provision.** The credit union, in its sole discretion, may modify, adjust, vary, alter, change, revise, add to, delete, or otherwise amend the terms and conditions of this Agreement (including the disclosures, fees, and attachments identified in this Agreement), or such other similar and further current and future documents, agreements, contracts, disclosures, fees, and attachments, and any other applicable document or instrument, including the method for determining interest, at any time without notice to you except as expressly required by applicable law. Any modification, adjustment, variance, alteration, change, revision, addition, deletion, or amendment shall be effective at the earliest time allowed by applicable law. You agree that we may provide notice of such actions electronically if you have agreed to receive communications from us electronically. If we have notified you of a modification, adjustment, variance, alteration, change, revision, addition, deletion, or amendment to this Agreement, account, product, or service, as required by law, and your account, product or service remains open or in use after the effective date of the modification, adjustment, variance, alteration, change, revision, addition, deletion, or amendment, you will be deemed, for all purposes, to have agreed to modification, adjustment, variance, alteration, change, revision, addition, deletion, or amendment whether such terms and conditions relate to the particular account, product or service that was used. Notice from us to you or any account owner is notice to all account owners.

64. **Severability.** Subject to the qualification found in the Binding (Mandatory) Arbitration Agreement and Class Action Waiver, if a court (or an arbitrator as the case may be) holds any portion of this Agreement to be invalid, illegal, or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable but shall instead

continue in full force and effect. More particularly, if any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

65. **Conflict.** Any conflict between what you or our employee may say or write will be resolved by reference to this Agreement. Notwithstanding anything to the contrary contained in this Agreement, to the extent there is an inconsistency, conflict, or contradiction between the terms of this Agreement and any other agreement, disclosure, or document, we will be entitled to rely on the provisions or terms that provide the credit union with the most rights, protections, and benefits.

66. **New Products and Services.** We may incorporate new options into any of our accounts, products and/or services. By using the new options, you agree to be bound by the applicable laws, rules, regulations, and the terms and conditions concerning those new accounts, products and/or services. The new accounts, products and/or services will be governed by the terms of this Agreement.

67. **Assignment.** We may assign or delegate any of our rights, responsibilities, duties, or obligations under this Agreement to others, including third party service providers. Neither your rights or obligations, nor any account, product, or service, may be assigned or transferred, in whole or in part, without the credit union's prior written consent.

68. **ACTIVE MILITARY MEMBERS AND DEPENDENTS.** Any terms or conditions in this Agreement contrary to the provisions of the Military Lending Act ("MLA") are void for the periods during which you are covered under the MLA.

69. **Agreed Statute of Limitations.** **UNLESS A SHORTER LIMITATIONS PERIOD APPLIES BY APPLICABLE LAW, YOU AGREE THAT NO PROCEEDING OR ACTION, AT LAW OR IN EQUITY, MAY BE COMMENCED AGAINST THE CREDIT UNION FOR ANY PROBLEM UNLESS: (A) YOU HAVE TIMELY PROVIDED THE WRITTEN NOTICES AS REQUIRED HEREIN, AND (B) SUCH PROCEEDING OR ACTION SHALL HAVE BEEN COMMENCED WITHIN TWO (2) YEARS FROM THE DATE THE FIRST PERIODIC STATEMENT CONTAINING THE PROBLEM WAS MAILED TO YOU OR OTHERWISE MADE AVAILABLE TO YOU OR TWO (2) YEARS FROM THE DATE THE CAUSE OF ACTION ACCRUED IF NOT OTHERWISE REFLECTED IN THE PERIODIC STATEMENT.**

70. **No Tax or Legal Advice.** We do not provide tax or legal advice, and nothing contained herein, or in any other document or agreement, constitutes such advice. Further, you acknowledge and agree that EECU, nor any of its directors, officers, employees, or representatives provided you with any tax or legal advice. Instead, you have been asked to seek your own tax and legal advice.

71. **Adverse Claims.** If there are conflicting instructions or there is any dispute regarding your account, product or service, we may take any action, including refusing to disburse any funds in the account to any person until all persons claiming an interest consent in writing to a resolution of the dispute; or a court of proper jurisdiction authorizes or directs the payment; or the person with a conflicting claim withdraws his or her claim in writing. We may also place funds in a court (this is called an interpleader action) for resolution. If any person notifies us of a dispute, we do not have to decide if the dispute has merit before we take further action. We may take these actions without any liability and without advance notice unless the law says otherwise.

72. **Authorization to Share Information.** You authorize us to share information about you and your account with affiliates and third service providers, including non-affiliates, unless the law or our Privacy Notice prohibits us from doing so. Please see our Privacy Notice for your choices about information sharing.

73. **Disputing Information Reported to a Consumer Reporting Agency.** If you believe that we have reported inaccurate or incomplete information about your account to a consumer reporting agency, you have the right to file a dispute with that consumer reporting agency. You may also submit a dispute directly to us in writing. Provide your name, address, and phone number; the account number; the

specific information you are disputing; an explanation of why it is inaccurate or incomplete; and any supporting documentation.

74. **Referrals.** If you request it, our employees may at times provide contact information about third parties, such as lawyers, accountants, or contractors who offer products or services to the public. Some of these third parties may be our customers or members. We provide this information only as a courtesy and convenience to you and the third party, but in some cases, we may be compensated for a referral. We do not make, and hereby disclaim, any warranties or representations, expressed or implied, about the third parties or their products or services. If you choose to do business with any third party, that decision is yours alone, and we are not responsible for the third party's performance or to help resolve any dispute between you and the third party. Our employees may also receive compensation when you purchase a product or service based on their referral. It is your obligation to evaluate any third-party service providers and you agree that you are not relying on us.

75. **Sharing Information.** You hereby consent and agree that we may share any information regarding your obligations with us, or collateral pledged to secure any obligations you owe to the credit union, if we receive a request which we in good faith believe to be related to such obligations including, but not limited to, refinancings, sales, trades, transfers, exchange, or transactions. Also, you consent and agree that we may provide pay-off or payment information to persons or entities who seek to make payments on your behalf, including potential "pay-offs." This may include account numbers and information necessary to process payments.

76. **Account Replacement.** If we suspect fraud, illegal or improper activity, or if we have any legitimate need to make changes pursuant to credit union policies or operational requirements; we may, at our discretion, transfer your existing account(s) to replacement account(s) with a new account number(s). We may also make this reassignment when your account is reported compromised by you. If we issue you a replacement account number, all terms of this Agreement will continue to apply, without interruption, as if you retained the discontinued account number. We may also reissue new access devices, and require you change access via usernames, passwords and other actions as deemed necessary to accomplish the purposes for any reassignment hereunder. You agree that this will not create a new customer relationship and our existing relationship will continue uninterrupted with this reassignment.

77. **Credit Union's Stipulation and General Right to Close Account.** We may at any time, in our discretion, refuse to open an account, refuse any deposit, refuse to cash a check, limit the amount which may be deposited, or return all or any part of a deposit. Further, the credit union may discontinue or refuse to offer you any account, service, or product at any time. In addition, the credit union may close your account at any time and for any reason or for no reason without advance notice. If a determination by the credit union is made to close your account, a hold may be placed on the account until the funds are released to you. If we close your account, we may give you either oral or written (includes electronic) notice of our intention to close the account. If given in writing, the notice will be sent to your address or e-mail shown on our records. Upon notice, you must stop conducting transactions on your account. We shall not be liable for dishonoring any items initiated after the date of the notice. If you have not closed your account, we will close the account and mail you a check for the remaining balance in the account after deducting any applicable fees and charges to the address we have on record, or you may arrange delivery of the check at a mutually agreeable location. Closing the account does not release you from the payment of accrued fees or liability for items in process.

The credit union may in its discretion close your account without prior notice if your account is inactive or the account has a zero or negative balance, or if we believe it necessary to protect the credit union, its members, its employees or others from risk, harm, or loss. Any waiver by the credit union of its right to close an account for cause shall not be a waiver of our right at a later time to close your account for the same

or similar reasons. Once we have closed your account, we can, without liability to us, refuse to honor any withdrawal requests, checks, or other items presented for payment after we closed your account. We further reserve the right to reject any deposit that is made to a closed account by returning the item or by crediting the item to another active account of yours, if any. We reserve this right notwithstanding that the deposit may have been processed and/or that you were given a receipt for the deposit. The deposit receipt shall not constitute acceptance of funds in such instance, and we shall have no liability for any items returned unpaid which are drawn on a closed account even if you attempt to make a deposit to the account. We may accept deposits to an account after it is closed in order to pay any fees or charges due and any amounts outstanding and unpaid. Acceptance of any deposit does not require us to reactivate or reopen the account.

78. **Survival.** This Agreement shall survive the termination of your membership, any bankruptcy, the closure of any account, product, or service, and the charge-off or payment of any debt owed to the credit union.

79. **Successors and Assigns.** This Agreement is binding upon you and us and our respective heirs, successors, administrators, representatives, agents, permitted assigns and any person claiming any right or interest under, by, or through you or us.

80. **Section headings.** Section headings in this Agreement are for convenience of reference only.

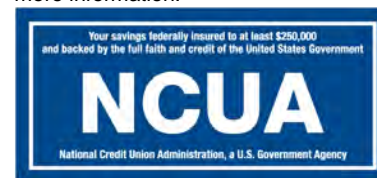
81. **Number and Gender.** Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

82. **COMPLAINT NOTICE.** If you have a concern with the services we provide, please contact us at: EECU, PO Box 1777, Fort Worth, Texas 76101 or by telephone at (817) 882-0800. EECU is a Texas state-chartered credit union, incorporated under the laws of the State of Texas, and is subject to regulatory oversight by the Texas Credit Union Department. If we are unable to resolve your concern, you may file a complaint against us by contacting:

Texas Credit Union Department
914 East Anderson Lane
Austin, Texas 78752-1699
Phone: (512) 837-9236
Fax: (512) 832-0278

Email: complaints@ cud.texas.gov
Website: www.cud.texas.gov

83. **Your Insured Account.** EECU is federally insured by the National Credit Union Administration ("NCUA"). **Your savings are federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government.** Please refer to the NCUA's "Your Insured Funds" brochure for information on share insurance coverage or visit the NCUA's website at www.ncua.gov for more information.



84. **Equal Housing Opportunity.**





FUNDS AVAILABILITY DISCLOSURE

This Funds Availability Policy is effective: November 1, 2023

Welcome to EECU. Our goal is to make your funds available on the first business day (i.e., at least 24 hours) after we receive your deposit. "Funds availability" means your ability to withdraw funds from your account, whether those withdrawals are to be in cash, by check, automatic payment or any other method we offer you for access to your account. If deposited funds are not "available" to you on a given day, you may not withdraw the funds in cash, and we may not use the funds to pay items you have written or honor other withdrawals you request. If we pay items, you have written or honor other withdrawals before funds are available to you, we may charge a fee.

This disclosure applies to the availability of funds in transaction accounts. Transaction accounts do not limit the number or types of withdrawals or transfers you conduct. The credit union reserves the right to delay the availability of funds deposited for periods longer than those disclosed in this policy.

A transaction account as defined in the Code of Federal Regulations means a "deposit account from which the depositor or account holder is permitted to make transfers or withdrawals by negotiable or transferable instrument, payment order of withdrawal, telephone transfer, or other similar device for the purpose of making payments or transfers to third persons or others or from which the depositor may make third party payments at an automated teller machine (ATM) or a remote service unit, or other electronic device, including by debit card."

DEPOSIT AVAILABILITY POLICY

When a deposit is made to your account, the funds may not be available immediately. For example, if you deposit a check on Monday at noon, you may not be able to withdraw the funds from that check, and we may not pay another check with those funds, until Tuesday at noon or even later. See the Availability Timeline below for details about when you can use the funds from different types of deposits.

If you withdraw funds from a check deposit, and the check is later returned unpaid, we may charge the check back to your account.

AVAILABILITY TIMELINE FOR DEPOSITS TO ESTABLISHED ACCOUNTS

Below is our general policy for deposits to accounts open for more than 30 days. Longer delays may apply, and different rules apply for checks deposited to accounts open 30 days or less (see page 2).

When a deposit is made by ...	Deposited funds are available...
<ul style="list-style-type: none">• Electronic direct deposit• Wire transfer• Cash	<ul style="list-style-type: none">• The same business day
<ul style="list-style-type: none">• Check	<ul style="list-style-type: none">• Usually the next business day, but see "Longer Delays May Apply" below

What is a "Business Day?"

A business day is any day of the week except Saturday, Sunday, and Federal Holidays. A deposit made on a business day is considered deposited that day. A deposit after that time, or on a day we are closed, is considered deposited the next business day.

Check Cashing, Immediate Availability, and Holds on Other Funds

We may cash a check or make a check deposit available immediately if you have funds to cover that check in any of your accounts with us. If we do, we will hold those funds (equal to the amount of the check) in your account(s) according to the timelines described elsewhere in this policy.

Check cashing requires corresponding funds availability in any account type, or certificate held by the member.

Longer Delays May Apply

Funds from check deposits may not be available according to the timeline described above. In some cases, funds may be held for up to 2 business days. In these cases, the first \$225 of the deposit will be available on the next business day.

Funds from check deposits may be delayed for up to **(7) business days** if:

- We believe a deposited check will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last 6 months.
- There is an emergency, such as failure of computer or communication equipment

We will notify you if we delay your ability to withdraw funds, and we will tell you when the funds will be available.



If you need the funds from a check deposit right away, ask us when the funds will be available. **Availability Timeline for Deposits to New Accounts (open 30 days or less)**

When a deposit is made by...	Deposited funds are available...
<ul style="list-style-type: none">Electronic direct depositWire transferCash	<ul style="list-style-type: none">The same business day
<ul style="list-style-type: none">U.S. Treasury check (payable to you)	<ul style="list-style-type: none">The first \$5,525 is available on the next business day.Any remainder over \$5,525 is available in 9 business days
<ul style="list-style-type: none">Government, cashier's, certified, teller's or traveler's check that is payable to you.Postal money order, Federal Reserve Bank Check or Federal Home Loan Bank check payable to you	<ul style="list-style-type: none">The first \$5,525 is available on the next business day if deposited with a teller, otherwise 2 business daysAny remainder over \$5,525 is available in 9 business days
<ul style="list-style-type: none">Other checks not specifically described above. For example, personal checks or checks not written to you.	<ul style="list-style-type: none">In 9 business days

"Government, cashier's, certified, teller's or traveler's checks" may be processed like "other checks"

Special Rules for New Accounts - If you are a new member, the following special rules will apply during the first thirty (30) days your account is open:

- The first \$5,525 from a deposit of a U.S. Treasury check will be available on the first (1st) business day after the day of your deposit. The excess over \$5,525 will be available on the ninth (9th) business day after the day of your deposit. Funds from wire transfers into your account will be available on the first (1st) business day after the day we receive the transfer.
- Funds from deposits of cash and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's and state and local government checks will be available on the first (1st) business day after the day of your deposit if the deposit meets certain conditions. Note: The check(s) must be payable to you. The excess over \$5,525 will be available on the ninth (9th) business day after the day of your deposit. If you do not make the deposit in person to one of our employees, the first \$5,525 will not be available until the second (2nd) business day after the day of your deposit.
- Funds from all other check deposits will be available on the ninth (9th) business day after the day of your deposit.

ATM Deposits or Share Service Centers

Funds from any deposit (cash or checks) made at an automated teller machine (ATM) we do not own or operate, or funds from any deposit made at a share service center, will not be available until the second (2nd) business day after the date of your deposit. This rule does not apply to ATMs we own or operate. All ATMs we own or operate are identified as our machines.

The availability of funds from any deposits made at an ATM we own or operate is determined by the status of your credit union account(s). A minimum of \$225 will be made available the next business day of your deposit. Depending on the type of check deposited into the ATM, the balance of the funds may not be available until the second business day after the day of your deposit. We will notify you if longer holds apply to your deposit.

IMPORTANT INFORMATION ABOUT SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a substitute check?

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

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

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure allowing you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think we withdrew the wrong amount from your account or we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount withdrawn from your account and fees charged as



a result of the withdrawal (for example, returned check fees).

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

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within ten (10) business days after we received your claim, and the remainder of your refund (plus interest if your account earns interest) no later than forty-five (45) calendar days after we received your claim.

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

How do I make a claim for a refund?

If you believe you have suffered a loss relating to a substitute check you received and was posted to your account, please contact our Accounting Department at 817-882-0800. You must contact us within forty (40) calendar days of the date we mailed (or otherwise delivered by means to which you agreed) the substitute check in question or the account statement showing the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

EECU is not liable for financial losses resulting from a returned check deposited by members, organizations, and/or businesses originally created by a non-financial entity.

EECU is federally insured by the National Credit Union Administration ("NCUA"). Your savings are federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government. Please refer to the NCUA's "Your Insured Funds" brochure for information on share insurance coverage or visit the NCUA's website at www.ncua.gov for more information.



Electronic Fund Transfers Agreement & Disclosure (Regulation E)

The following **Electronic Fund Transfers Agreement** ("Agreement") is a contract disclosing the rights and responsibilities encompassing electronic funds transfer ("EFT") services offered to you by EECU.

- The terms "you" and "your(s)" mean each person who is issued an EECU debit card, any person who is issued a Personal Identification Number ("PIN") or access code or device in connection with any EECU debit card or any other electronic funds transfer service, any joint owner on any EECU account that may be accessed by the EECU debit card, access code or device or a PIN, and anyone given access or is authorized to execute transactions through the use of any offered electronic services.
- The terms "we," "us," "our(s)" and "credit union" mean EECU or anyone to whom the credit union transfers its rights under this Agreement.
- The term "account" means any one or more Savings, Money Market and/or Checking account(s) you have with EECU.
- The term "electronic funds transfer" means any electronically initiated transfer of money from your accounts through the electronic funds transfer services offered by EECU (except for wire transfer services, which are governed by the terms of the Membership and Account Agreement, the Wire Transfer Agreement, and any other additional terms and conditions provided when you request wire transfer services).

By signing an application for EFT services or by requesting or using the EFT services such as, but not limited to, the EECU debit card, EECU Telephone Banking, Mobile Banking, Online Banking, Bill Pay or any other EFT service using an access code or device or PIN, you or each of you, jointly and severally, agree to the terms and conditions of this Agreement as follows.

- We may follow all instructions given via machine, electronic device and/or personal computer by a cardholder, access code or device or PIN user.
- Each EECU debit card and any other access device issued to you remains our property and will be delivered to us immediately upon request.
- **YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM ANY COSTS OR DAMAGES, WHICH WE SUSTAIN AS A RESULT OF CARRYING OUT YOUR INSTRUCTIONS USING ORDINARY CARE.**
- All deposits are subject to verification prior to being credited to any account. Deposits in check form are credited subject to collection. We may impose holds on funds deposited in any automated teller machine ("ATM") for a period allowed by law.
- You agree that you will not use your EFT services to withdraw or transfer funds from your account(s) in amounts exceeding the available balance in your account(s) at the time of any such transfer; and you agree to maintain available funds on deposit in your account(s) sufficient to pay any electronic funds transfer.
- You agree that we will be under no obligation to make any withdrawal or transfer if there are insufficient funds in your account(s) or if the transfer would exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.
- If your account has sufficient funds to cover one or more but not all of the 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 may choose at our sole discretion, including honoring any such checks, orders or transfers payable to us first, 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 EECU debit card transactions during any day before posting any other checks, withdrawal orders or electronic fund transfers presented or made.
- If you cause your account(s) to become overdrawn through your use of your EFT services or should any transaction be posted against your account(s) at the time it is overdrawn, you may be charged a fee in the amount of the nonsufficient fund (NSF) fee as disclosed in the current version of our Account Fee Schedule, unless your account is eligible and approved for overdraft protection or overdraft transfer service and there are sufficient funds in your linked deposit account(s) or Line of Credit (if applicable) with us to cover any such transaction. If you are eligible and approved for our Courtesy Overdraft Protection, you must separately opt-in if you wish to have the service apply to your ATM and everyday (one-time) debit card transactions. There is a fee for our overdraft protection service as disclosed in the current version of our Account Fee Schedule. Please refer to the Membership and Account Agreement and disclosure package or contact the credit union for more information, including your opt-out rights.
- You agree that the overdraft provisions of your Membership and Account Agreement with us shall apply to transactions made through the use of your EFT services. Overdraft services are not guaranteed by EECU.
- **Except for pre-authorized transfers as set forth below, you acknowledge and agree that you may not stop payment of any transaction initiated through your use of EFT services.**
- You must authorize in writing or a similar authenticated document a recurring electronic debit from your account(s).
- You understand that service may be interrupted from time to time each day for data processing.
- You understand that service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and that there may be limits on the duration of each access.

If approved, you may conduct any one or more of the EFT services offered by EECU.

Remittance Transfer Electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

SECURITY OF CARD AND ACCESS CODE OR DEVICE AND PIN – An access code or device or a PIN may be issued to you for security purposes.

- You may be required to use any one or a combination of your access code or device or PIN and account number to access your account(s).
- You are responsible for the safekeeping of this information and agree not to disclose or otherwise make the information available to anyone not authorized to sign on your account(s). You agree to refrain from writing your access code or device or PIN on your EECU debit card.
- If you authorize anyone to use this information or your EECU debit card to access any of the EFT services, that authority shall continue until you specifically revoke such authority by notifying EECU in writing at the address appearing below. You agree that the use of a EECU debit card or any access code or device or PIN by any party to any of your accounts that may be accessed by the EECU



debit card or an access code or device or PIN shall be deemed an authorized use for which you shall be liable.

- If you fail to maintain the security of your EECU debit card, access code or device and/or PIN and the credit union suffers a loss, we may terminate your EFT services immediately.
- You are responsible for reporting the loss or theft of your EECU debit card, access code or device or PIN to us as soon as possible.

CONFIDENTIALITY -- Certain electronic fund transfers services such as EECU Telephone Banking, Mobile Banking, and Online Banking may allow any user accessing the services to obtain all information available through those services about the primary member/owner and all of the primary member's/owner's share, deposit and loan accounts, even if the user is not an owner or is not otherwise an authorized signer on any of the accounts. You acknowledge and agree that any user authorized to use an access code or device or PIN to access any of the EFT services will have full access to the primary member's/owner's personal information and account information made available through those services, and we are not responsible for any such access.

AVAILABLE EFT SERVICES – Through the use of an ATM, point-of-sale terminal, phone system, mobile device or personal computer, you may use one or more of your EFT services to:

- Withdraw funds or initiate a check withdrawal from your Savings, Money Market or Checking account(s)
- Pay for purchases at places that have agreed to accept your EECU debit card
- Transfer funds between your Savings, Money Market or Checking account(s)
- Make loan payments from your Savings, Money Market or Checking account(s)
- Deposit funds into your account(s)
- Inquire as to the balance of your account(s)
- Complete an electronic check conversion
- Access your Line of Credit*
- Pay bills from your Checking account(s)**
- View statements
- View check images
- Apply for and/or establish additional services

* You may not use your EECU debit card to access your Line of Credit directly. A Line of Credit may be accessed with an EECU debit card only for overdraft protection.

** Your contractual arrangement for the bill pay service provides for additional terms, conditions, disclosures and limitations.

Your EECU debit card has been enabled for non-MASTERCARD® debit transaction processing on the PULSE network. If a merchant permits, you may choose to route your EECU debit card payment through the PULSE network. These transactions do not require authentication with your access code or device or PIN and are not covered by the provisions of this Agreement and Disclosure that relate to MASTERCARD transactions. Actions that may be required for transactions to carry MASTERCARD-associated benefits and protections include presenting the EECU debit card for payment at a MASTERCARD terminal and indicating that you do not wish the transaction to be processed as a non-MASTERCARD transaction. If a merchant offers the opportunity to route your EECU debit card payment as a non-MASTERCARD transaction, you will be advised and given an opportunity to indicate your preference when completing the transaction.

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

Some of these services may not be available at all terminals

PREAUTHORIZATION HOLDS – When you use your EECU debit card at certain merchants such as self-service gas stations, restaurants, hotels, airlines and rental car companies, the merchant may request a preauthorization hold on your account to cover the final amount of the transaction. The preauthorization hold may be in an amount greater than the actual purchase amount and may be placed on your account for several days, even after the transaction has been paid. You will not have access to funds subject to a preauthorization hold. 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 for your EECU debit card transactions. Preauthorization holds may affect the availability of funds to pay for checks drawn on your account and other withdrawals. **YOU ACKNOWLEDGE AND AGREE THAT YOU ARE RESPONSIBLE FOR ANY FEES OR DAMAGES YOU MAY INCUR FOR DISHONOR OF ITEMS OR OTHERWISE BECAUSE OF A PREAUTHORIZATION HOLD PLACED ON YOUR ACCOUNT FUNDS.**

LIMITATIONS ON FREQUENCY OF TRANSFERS –EECU DEBIT CARD

- You may make an unlimited number of access code or PIN-based withdrawals from your account(s).
- You may make an unlimited number of transfers between your account(s).
- You may make an unlimited number of loan payment transfers between your account(s).
- You are limited to an accumulative total of fifteen (15) transactions per day that do not require the use of an access code or a PIN.

LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS – EECU DEBIT CARD

- The daily aggregate limit for authorizations using our EECU debit card not involving a PIN is \$2,500.
- The daily aggregate limit for purchases using your EECU debit card where a PIN is involved is \$2,500.
- The daily aggregate limit for ATM cash withdrawals is \$600.

We reserve the right to limit additionally the amount or frequency of withdrawals or transfer and to impose other limits or restrictions on the use of your EECU debit card.

We may, from time to time, increase and/or decrease the EECU debit card daily aggregate limits, in our sole discretion and as applicable.

OTHER LIMITATIONS

- A check for the amount of your withdrawal from Savings, Money Market or Checking accounts will be mailed to you (to the address we have on record) on the same business day you request the withdrawal, if your request is completed before 3 p.m. CT that day. Otherwise your check will be mailed to you on the first business day following your call.
- Your contractual arrangement for specific EFT services may impose additional transfer and withdrawal limitations.
- All EFT services transactions will be subject to our rules, regulations, bylaws and operating procedures.

EECU BUSINESS DAYS – Our business days are Monday through Friday, 9 a.m. to 5 p.m. Holidays are not included.

RIGHT TO STOP PAYMENT OF PRE-AUTHORIZED TRANSFERS – PROCEDURE. If you have made arrangements with us to make regular payments or withdrawals out of your account(s), you can stop any of these payments by following these directions:

- Telephone us at: (817) 882-0800
- Or write to us at: EECU
ATTENTION: Member Contact Center
P.O. Box 1777
Fort Worth, TX 76101-1777



- You must contact us in time to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) business days after your call. If we require you to confirm your oral request in writing and you fail to do so, your oral request will terminate fourteen (14) business days after it is made. We will charge you a Stop Payment Fee as set forth in the applicable fee schedule for each stop payment order you give.
- *Notice of varying amounts.* If regular pre-authorized payment transfers you have arranged for will vary in dollar amounts, the person/entity that you are paying will inform you ten (10) days prior to payment, of the date it will be made and the amount it will be. You may choose instead to receive this notice only when the payment amount will differ by more than a certain dollar amount from the previous payment or when the amount will fall outside certain limits that you have set.
- *Liability for failure to stop payment of preauthorized transfer.* If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we fail to do so, we will be liable for your actual losses or damages, up to the amount of the action or transaction giving rise to the loss, unless otherwise required by law.

EECU's LIABILITY FOR FAILURE TO MAKE TRANSFERS – If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your actual losses or damages, up to the amount of the action or transaction giving rise to the loss, unless otherwise required by law. However, we will not be liable for actual losses or damages in certain circumstances including, but not limited to:

- If, through no fault of ours, there is not enough money in your account(s) to complete the transaction, if any funds in your account(s) necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy or if the transaction involves a loan request exceeding your credit limit.
- If the transfer would draw your account below the required minimum share value requirement.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM or computer equipment you use to conduct the EFT transaction is not working properly and you know or should have known about the breakdown when you started the transaction.
- If your access code or device, PIN or EECU debit card is reported stolen or lost, or we have reason to believe it may be used without your authorization.
- If we have suspended or terminated your ability to use your access code or device, PIN or EECU debit card.
- If the electronic transfer is not completed as a result of your willful or negligent use of your access code or device, PIN or EECU debit card or any EFT facility for making such transfers.
- If the money in your account(s) is subject to legal process or other claim.
- If funds in your account(s) are pledged as collateral or frozen because of a delinquent loan.
- If circumstances beyond our control (such as pandemic, fire, flood or power failure) prevent the transaction.
- If technical or legal limitations prevent us from performing the requested transaction.
- If failure to properly complete the transaction is caused by erroneous information supplied by you or by your agent.
- As otherwise provided by law, regulation or rule.

There may be other exceptions stated in other agreements we have with you. EECU shall never be liable for special, punitive, consequential or such other similar or further damages under any circumstances.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES – We will disclose information to third parties about your account(s) or the transfers you make:

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

ELECTRONIC CHECK CONVERSION TRANSFERS

- If you pay for something with a check and the merchant or payee permits, you may authorize your check to be converted to an electronic transfer.
- You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. This may occur expressly in writing or by an implied authorization when the merchant posts a sign indicating the conversion transfer will occur.
- Electronic conversion transfers may occur either at the point of purchase or by other means such as by mail payment or drop box.
- You may also authorize merchants to electronically debit your account for returned check fee charges.

INTERNATIONAL OR FOREIGN TRANSACTIONS

If you effect an international or foreign transaction with your MASTERCARD® EECU debit card, the rate of exchange between the transaction currency and the billing currency used for processing the international transaction will be a rate selected by MASTERCARD from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MASTERCARD itself receives or 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% of the transaction amount in U.S. dollars. The Foreign Transaction Fee will apply to all international or foreign transactions including, but not limited to, purchases, cash withdrawals, cash disbursements, and account credit transactions, even if the transactions are conducted in U.S. dollars and regardless of whether the transactions were initiated within the United States or outside of the United States.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

- Periodic Statements – You will get a monthly account statement reflecting transactions for your account(s) unless there are no transfers or withdrawals. In any case, you will get a statement at least quarterly.
- Terminal Transfers – You can get a receipt at the time you make any transfer of more than \$15 to or from your account(s) using an ATM or a POS (Point of Sale) terminal.
- Preauthorized Credits – If you have arranged to have direct deposits made to your account(s) at least once every sixty (60) days from the same person or company, the person or company making the deposit will inform you every time they send us the money. To verify your preauthorized credit(s), please contact us at (817) 882-0800 during normal business hours.

MEMBER'S LIABILITY FOR UNAUTHORIZED TRANSFERS AND ADVISABILITY OF PROMPT REPORTING

- Tell us **at once** if you believe your access code or device, PIN or EECU debit card has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of



keeping possible losses at a minimum. You can lose all the money in your account (plus your maximum overdraft line of credit, if any).

- If you permit someone else to use an EFT service, your access code or device, PIN or EECU debit card, you are responsible for any transactions they authorize or conduct on any of your accounts. If a transaction was made with your card or card number without your permission, you may receive replacement funds on a provisional basis, which may be withheld, delayed, limited or rescinded in the event of: negligence or fraud; delay in reporting unauthorized use; investigation and verification of claims; account standing; and history. The transaction at issue must be posted to your account before replacement funds may be issued.
- You are not responsible for any unauthorized transactions using your access code or device, PIN or EECU debit card if: (i) you can demonstrate that you have exercised ordinary care in safeguarding your access code or device, PIN or EECU debit card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us.
- For all other electronic fund transfer transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone used your access code or device, PIN or EECU debit card without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your access code or device, PIN or EECU debit card, and we can prove that we could have stopped someone from using your Access code or device, PIN or EECU debit card without your permission if you had informed us, you can lose as much as \$500.
- If your statement shows transfers that you did not make, including those by EECU debit card, access code or device, PIN or other means, tell us **at once**. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back the money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had informed us in time.
- If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
- With regard to account to person to person and account transfers and payments services such as Zelle, Venmo, Payrailz, Pay Pal or such other similar transfer and payment services, in existence now or in the future, EECU is not responsible for and will not investigate or refund money for transactions that you authorize and initiate, even if you were fraudulently induced to make the payment or transfer or made the payment or transfer by mistake.

TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN THE EVENT OF UNAUTHORIZED TRANSFERS – If you believe your access code or device, PIN or EECU debit card has been lost or stolen or that someone has transferred or may transfer money from your account(s) without your permission,

- Telephone us at: (817) 882-0800
- Or write to us at: EECU
P.O. Box 1777
Fort Worth, TX 76101-1777
ATTENTION: Member Contact Center

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

FEES – Fees that may be charged for EFT services are disclosed in the most current version of the Account Fee Schedule and include, without limitation, the following:

- A fee to replace your EECU debit card if it is lost or stolen.
- For out-of-network ATMs (e.g., non-EECU, non-Co-Op, or non-Allpoint) you may be charged a fee for a balance inquiry and then may be charged another fee if you elect to execute another transaction such as a withdrawal.
- There are no charges for EECU Telephone Banking sessions.

- There is no charge for Online or Mobile Banking access.
- There is no charge for Online Statements.
- While some electronic services such as account-to-account and person-to-person (e.g., Zelle) may be free, other fees such as overdraft and non-sufficient fund (NSF) fees will still apply.

TERMINATION/CANCELLATION – We may, at our option, terminate this Agreement under the following conditions:

- Upon your default or failure to satisfy the terms of this Agreement.
- At your option or at our option for good cause. Our decision will be final and binding should we find that good cause exists for terminating this Agreement. If we terminate your EFT service(s), you will be given notice in writing at the address shown on our records.

You can cancel your EFT service(s) by writing to us at the address disclosed below. You will be responsible for all payments you have requested prior to cancellation and for all other related charges, fees, and taxes incurred. Termination will not relieve you of any outstanding obligations.

CHANGE OF NAME, ADDRESS OR EMPLOYMENT – Within a reasonable time, you agree to notify us of any change in your name, address, or employment.

JOINT ACCOUNTS – If any of your account(s) accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT services to or from any Savings, Money Market, Checking or Loan account(s) as provided in this Agreement.

- Each joint owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to make any transaction permitted under this Agreement.
- Each joint account owner is authorized to act for the other owners, and EECU may accept orders and instructions regarding any EFT services on any account from any joint owner.

NOTICES/CHANGES TO THIS AGREEMENT– All notices from us will be effective when we have mailed them or delivered them to your last known address of record. Notices from you will be effective when received by EECU at the address specified in this Agreement. We reserve the right from time to time hereafter to add to, change, or delete any of the terms and conditions upon which EFT services are offered or to terminate any of the EFT services in whole or in part, subject to any notice required by applicable law. No notice will be given if the change is necessary to protect the security of the system. Use of EFT services is subject to existing regulations governing the EECU and any future changes to those regulations.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

- Telephone us at: (817) 882-0800
- Or write to us at: EECU
P.O. Box 1777
Fort Worth, Texas 76101-1777
ATTENTION: Member Contact Center

- Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) 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 concerned about, and explain as clearly as possible why you believe it is an error or why you need more information.
 - Tell us the dollar amount of the suspected error.



- If you inform us verbally, we may require that send us your complaint or question in writing within ten (10) business days.
- We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the funds during the time it takes us to complete our investigation. For your EECU MasterCard debit card point-of-sale (non-ATM) transactions, we will credit your account within five (5) business days for the amount you think is in error unless we determine that the circumstances or your account history warrants a delay of up to ten (10) business days.
- If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account.
- For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.
- We will tell you the results within three (3) business days after completing our investigation. If we 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 the investigation.

HSA DEBIT CARD. The EECU Health Savings account ("HSA") debit card ("HSA Debit Card") use is restricted to health care providers and merchants providing qualified medical products and services such as doctors' offices, pharmacies, and medical supply stores. Any medical service provider or health care merchant that accepts MasterCard accepts your HSA Debit Card. It is your responsibility to ensure the contributions, distributions, and other actions related to your HSA comply with all federal and state laws, rules, and regulations.

When using the HSA Debit Card to access your HSA, portions of this Agreement governed by Regulation E will not apply. A Health Savings account as defined by the IRS is a trust account, and therefore is not covered under Regulation E. Funds to cover purchases paid with the HSA Debit Card will be deducted from your HSA. EECU does not guarantee that all approved payments made with the HSA Debit Card are, in fact, qualified medical expenses. You can obtain a receipt from the merchant at the time you make any point-of-sale purchase or payment using the HSA Debit Card. You should retain your receipts in case they are later needed to help verify that your transactions are for qualified medical products and services.

You agree to use the HSA Debit Card in accordance with the Health Savings Custodial Account Agreement, such agreement being incorporated herein by reference as if fully set forth herein verbatim. To the extent there is a conflict between this Agreement and the Health Savings Custodial Account Agreement, the Health Savings Custodial Account Agreement shall control. For clarification purposes, by signing an Application for EFT services or by requesting or using the EFT services such as, but not limited to, the HSA Debit Card, EECU Telephone Banking, Mobile Banking, Online Banking, Bill Pay or any other EFT service using a PIN, you agree to the terms and conditions of this Agreement and the Health Savings Custodial Account Agreement. As appropriate and for purposes of determining applicable limitations and restrictions on the use of your HSA and the HSA Debit Card, and your obligations, duties and responsibilities under the terms of this Agreement, the term HSA Debit Card shall have the same meaning ascribe to it as EECU debit card and the term account, as applicable, shall include your HSA.

Transactions involving your HSA may also be governed by agreements with third parties such as NACHA's (National Automated Clearing House Association) Operating Rules and MasterCard's Operating Rules which agreements will also be binding upon you and EECU. To the extent that the terms of any such third-party agreements provide for specific processing, reporting or other time periods, or require you to make any claims or provide any notifications or responses, then the third parties' requirements and rules shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement.

At present time, you may use the HSA Debit Card to purchase qualified medical products and services as follows:

- Point-of-sale (POS) purchase transactions with your card and personal identification number (PIN) from health care providers and merchants that accept the HSA Debit Card.
- Point-of-sale (POS) purchase transactions with your card and signature from health care providers and merchants that accept the HSA Debit Card.
- When ordering qualified medical products and services online, by mail, or by telephone.

The following limitations on HSA Debit Card transactions apply:

- Use of the HSA Debit Card is restricted to the payment of medical expenses incurred under a high-deductible health plan.
- Use of the HSA Debit Card is restricted to health care service providers and merchants providing qualified health care products and services.
- You agree not to conduct any transaction(s) to withdraw more than the applicable daily limit on any day, or which would cause the balance in your HSA to go below zero. We may reject any such transaction.
- Limitations on dollar amounts of transfers – EECU HSA Debit Card
 - The daily aggregate limit for authorizations using our HSA Debit Card not involving a PIN is \$2,500.
 - The daily aggregate limit for authorizations using your HSA Debit Card where a PIN is involved is \$2,500.
 - The daily aggregate limit for ATM cash withdrawals is \$600.

We reserve the right to limit additionally the amount or frequency of withdrawals or transfer and to impose other limits or restrictions on the use of your HSA Debit Card.

We may, from time to time, increase and/or decrease the HSA Debit Card daily aggregate limits, in our sole discretion and as applicable.

It is important that you report a lost or stolen HSA Debit Card and unauthorized HSA Debit Card purchases immediately to limit your liability for losses. To report a lost or stolen HSA Debit Card or unauthorized card transactions on your HSA account call (817) 882-0800.

ILLEGAL TRANSACTIONS –You agree that you will not cause or allow your EECU debit card, access code or device 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 EECU debit card, access code or device 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 EECU DEBIT CARD OR PIN AND AGREE TO INDEMNIFY AND HOLD THE CREDIT UNION AND MASTERCARD INCORPORATED AND MASTERCARD INTERNATIONAL INCORPORATED HARMLESS FROM AND AGAINST ANY LAWSUITS, OTHER LEGAL ACTION OR**



LIABILITY THAT RESULTS DIRECTLY OR INDIRECTLY FROM SUCH ILLEGAL USE.

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. Never enter your access code or PIN in any terminal that does not look genuine, has been modified, has a suspicious device attached or is operating in a suspicious manner. Retain your receipts, and do not leave them at the ATM or night deposit facility. Do not lend your EECU debit or HSA card to anyone, and do not leave your EECU debit 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 EECU debit or HSA Card or PIN over the telephone or by text messaging. When using an ATM, place your body in a position so that you will prevent others from observing your PIN when entered. Never enter your PIN into any terminal that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. At any ATM or night deposit facility, keep a lookout for any suspicious activity near the facility and assure yourself that the facility and all approaches to the facility are well lighted. Conceal cash received from an ATM to the best of your ability and count it after you have left the ATM. If anyone offers assistance while you are operating an ATM, do not accept it. If you have begun a transaction, consider canceling the transaction and leaving the ATM location. Finally, compare your receipts against the statements you receive and notify us immediately if you suspect that an error or unauthorized transaction has occurred.

EECU is federally insured by the National Credit Union Administration ("NCUA"). Your savings are federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government. Please refer to the NCUA's "Your Insured Funds" brochure for information on share insurance coverage or visit the NCUA's website at www.ncua.gov for more information.

FACTS

WHAT DOES EECU DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and payment history
- Credit history and credit scores

How?

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information, the reasons EECU chooses to share, and whether you can limit this sharing.

Reasons we can share your personal information	Does EECU share?	Can you limit this sharing?
For our everyday business purposes To process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes Information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing

Call 817-882-0800 or 1-800-333-9934. Our menu will prompt you through your choice(s). Please note: If you are a new member, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our member, we continue to share your information as described in this notice.

Questions

Call 817-882-0800 (local), 1-800-333-9934 (toll-free) or visit eeecu.org.

Who we are

Who is providing this notice?	EECU
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What we do

How does EECU protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does EECU collect my personal information?	<p>We collect your personal information, for example, when</p> <ul style="list-style-type: none"> • you open an account or deposit money • you pay your bills or apply for a loan • you use your credit or debit card <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes - information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions

<i>Affiliates</i>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our affiliates include companies with an EECU name; financial companies, such as EECU Investment Services and Texas Business Lenders Group; and nonfinancial companies, such as North Texas Insurance Services and EECU Community Foundation.
<i>Nonaffiliates</i>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Nonaffiliates we share with can include mortgage servicing companies, insurance companies, plastic card processors (credit/debit/ATM), credit reporting bureaus, data processors, investment services companies, government agencies, direct marketing companies, financial statement publishers, printers or mail houses, and check/share draft printers.
<i>Joint Marketing</i>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Our joint marketing partners include credit card companies, investment, insurance, and other financial services companies.



BINDING (MANDATORY) ARBITRATION AGREEMENT AND CLASS ACTION WAIVER ("Arbitration Agreement")

NOTICE: THIS ARBITRATION AGREEMENT CONTAINS PROVISION FOR BINDING (MANDATORY) ARBITRATION AND CLASS ACTION WAIVER.

Upon the election of either you or the Credit Union, any Claim (defined below) will be resolved by BINDING ARBITRATION as set forth below. In arbitration, a dispute is resolved by a neutral arbitrator instead of a judge or jury.

In this Arbitration Agreement, the words "you," "your," and "yours" mean anyone (1) who signs (electronically or otherwise) a membership card, membership application, or such other similar document, (2) who signs (electronically or otherwise) an account change card, subsequent action form, or such other similar document, (3) who signs (electronically or otherwise) any other account opening document or account amending document, or (4) for whom membership and/or products or services are provided. The words, "we," "us," and "our" mean EECU (the "Credit Union") unless the context indicates otherwise. The word "account" means any one or more share or other accounts you had, have, or will have with the Credit Union in the past, present, or future.

Agreement to Arbitrate. You and the Credit Union shall attempt to informally settle any and all Claims arising out of any aspect of your relationship with us. If that cannot be done, you and the Credit Union agree that any and all disputes arising out of, affecting, or relating to your accounts in any way, or the products or services the Credit Union has provided, will provide, or has offered to provide to you, and/or any aspect of your relationship with the Credit Union including, but not limited to, any events leading up to the establishment of your membership or the opening of any account or provision of any product or service (for example, disclosures, promotions, advertisements, or oral or written statements), between you and the Credit Union (hereafter referred to as the "Claim" or "Claims") shall, at the election of either you or the Credit Union, be resolved by binding arbitration whether such Claims are based on contract, tort, statute, or otherwise. Claim also includes any dispute with the Credit Union's employees, agents, vendors, representatives, contractors, successors or assigns, and past, present, or future affiliates and any Claim against these parties may be joined or consolidated with any related Claim against the Credit Union in a single-claimant non-class arbitration proceeding or a single-plaintiff non-class lawsuit in justice courts or an equivalent small claims court. For the avoidance of doubt, "Claim" has the broadest possible meaning.

Any determination as to the scope of this Arbitration Agreement and/or whether it is valid or enforceable in part or in its entirety shall be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration (i.e., whether a Claim is arbitrable); provided, however, the enforceability of the Class Action Waiver set forth and as defined below shall be exclusively determined by a court of competent jurisdiction. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A CLAIM THROUGH ARBITRATION, YOU WILL WAIVE AND GIVE UP YOUR RIGHT TO GO TO COURT TO HAVE A JUDGE OR JURY DECIDE ANY CLAIMS YOU MAY HAVE AGAINST THE CREDIT UNION (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT

JURISDICTION, SO LONG AS THE CLAIMS REMAIN IN SMALL CLAIMS COURT).

Either you or the Credit Union may elect to resolve a particular Claim through arbitration, even if you have or the Credit Union has already initiated litigation in court by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court.

Even if a Claim is subject to and/or is proceeding in arbitration, either you or the Credit Union may exercise self-help remedies including, but not limited to, repossession, foreclosure, trustee's sales, recoupment, and set-off, or may apply to any court of competent jurisdiction for pre-judgment provisional relief including, but not limited to, a temporary restraining order, a temporary protective order, pre-judgment attachment, order or any other pre-judgment relief.

Applicable Law. You and the Credit Union agree that the Membership Application and Membership and Account Agreement and this Arbitration Agreement involve interstate commerce and that this Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code (the "FAA"), as amended, to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. If a court of competent jurisdiction finds that the FAA does not apply, and the finding cannot be appealed or all appeals on the finding have been exhausted, then the Texas Arbitration Act applies. The arbitrator must follow, to the extent applicable: (1) the substantive law of the state in which you and the Credit Union entered into the transaction giving rise to this Arbitration Agreement; (2) the applicable statutes of limitations; and (3) claims of privilege recognized at law.

Arbitration Forum. The Claims shall be resolved by a single arbitrator and administered by the American Arbitration Association ("AAA") (1-800-778-7879; <http://www.adr.org>) in accordance with the AAA's Consumer Arbitration or Business Rules ("Rules"), as applicable, which can be accessed for free at <http://www.adr.org>. If the AAA is unavailable or unwilling to resolve the Claims, and if you and the Credit Union do not agree on a substitute forum, then you and the Credit Union shall request that a court of competent jurisdiction appoint an arbitrator. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency.

Survival. This Arbitration Agreement shall survive the termination of your membership, any bankruptcy, the closure of any account, and/or charge-off or payment of any debt owed to the Credit Union.

Applicability. This Arbitration Agreement shall not apply to (1) claims that are initiated in or transferred to justice courts or an equivalent small claims court ("Small Claims Action") provided (i) such Small Claims Action is within the scope of the small claims or justice court's jurisdiction; (ii) such Small Claims Action does not seek to certify a class or combine the Claims of multiple persons (except as set forth in the Agreement to Arbitrate section above); and (iii) such Small Claims Action does not seek to recover damages in excess of the limit permissible for an action in small claims or justice courts; or (2) any claims excluded from arbitration by law.

Arbitration Proceedings. A Claim in an arbitration proceeding may be decided by the arbitrator based on the parties' written submissions. If the arbitrator determines a hearing is necessary, it may be conducted by telephone or by video if the parties have such capabilities. Otherwise, if the arbitrator determines an in-person hearing is necessary, the arbitration shall be conducted within 50 miles of where you reside at the time the arbitration is filed, or another reasonably convenient place to you as determined by the arbitrator, unless applicable law requires another location. Any claims and defenses that can be asserted in court in a single-plaintiff non-class court proceeding can be asserted in the arbitration. The arbitrator shall be entitled to award the same remedies that a court could award in a single-plaintiff non-class court proceeding including, but not limited to, any kind of injunctive relief. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The arbitrator shall be required to follow the law and shall not be entitled to make errors of law. The arbitrator's award can be entered as a judgment in court in accordance with applicable law. Except as provided in applicable statutes, or for errors of law, the arbitrator's award is not subject to review by a court, and it cannot be appealed. The Credit Union will pay for any filing, administration, and arbitrator fees imposed on you by the AAA or other arbitrator forum except that, if you elect to file the arbitration, you will pay the filing fee to the extent required by the rules of the AAA or the other arbitration forum but, in no event, will you pay more than it would cost to file a lawsuit in court. You will be responsible for your own attorneys' fees and other costs and expenses. The arbitrator shall be entitled to award the prevailing party costs and fees only if permitted by contract or applicable law.

CLASS ACTION WAIVER. ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE KNOWINGLY AND INTENTIONALLY WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT. AS PART OF THIS WAIVER, YOU AGREE THAT YOU WAIVE THE RIGHT TO ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN AN ARBITRATION; THAT, EXCEPT AS SET FORTH IN THE AGREEMENT TO ARBITRATE SECTION ABOVE, CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION, OR MULTIPLE-PARTY ARBITRATION.

Severability. In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

Amendments. We may change any term of this Arbitration Agreement. We, however, agree to provide you with notice of any amendment at least thirty (30) days before that amendment becomes effective.

FOR MORE DETAILS or if you have questions, you may call the Credit Union at (817) 882-0800. If you have questions about AAA procedures, you should check AAA's website, www.adr.org, or call AAA at (800) 778-7879.



WIRE TRANSFER AGREEMENT AND DISCLOSURE

This Wire Transfer Agreement and Disclosure ("Agreement") covers the movement of funds by means of wire transfers. Wire transfers are electronic funds transfers that are performed through the Fedwire system of the Federal Reserve banks, which is regulated and monitored by the Board of Governors of the Federal Reserve and other applicable service providers. This Agreement establishes the terms and conditions of all such funds transfers involving the member ("you" or "your") and EECU ("we," "us," the "credit union"). Using the credit union to send or receive funds transfers shall constitute your acceptance of these terms and conditions.

Scope. This Agreement applies to funds transfers as defined in Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System (herein collectively referred to as "wire transfers"). This Agreement does not apply to any transaction, or any part of any transaction governed by the Electronic Fund Transfer Act and Regulation E (EFTA/Reg E) except as expressly provided otherwise in EFTA/Reg E.

Transfer Services; Fees. You authorize us to transfer funds according to your instructions ("transfer request") to and from your designated account(s), or to and from another financial institution. If you do not designate an account, we may transfer from any of your accounts and such account shall be deemed to be your designated account. The beneficiary and dollar amount for a transfer request may be limited in our sole discretion. Transfers shall be made in accordance with the commercially reasonable security procedures set forth in this Agreement, as amended from time to time. We may debit your designated account(s) for the amount of the funds transfer, as well as any related fees or services charges. Any fees and service charges are disclosed on the most current version of the applicable account fee schedule(s), as modified from time to time.

Processing of Transfer Requests; Cut-off Times. We may establish or change cut-off times for the receipt and processing of transfer requests, amendments, or cancellations (as applicable). The cut-off times will be disclosed on the transfer request form, or other applicable document, that you use to initiate a transfer request. The cut-off time for an international transfer request shall be no later than 2:00 p.m. central time. The cut-off time for a domestic transfer request shall be no later than 3:00 p.m. central time. We will use ordinary care to process the transfer request on the same funds transfer business day that it is received if it is received prior to the cut-off time. Transfer requests, amendments, or cancellations received after the applicable cut-off time will be treated as having been received on the next following funds transfer business day and processed accordingly.

Authorized Persons. You agree that any one of the authorized signatories on the designated account may initiate any transfer request. We are not required to obtain authorization from all signatories, and we shall not be liable for following the instructions of only one signatory. If we receive conflicting verbal and written instructions, we will follow the written instructions. You or any of your joint account owners may also authorize by written instrument any other person who is acceptable to us to initiate transfers to and from your account. We may rely on any such written authorization until

we receive written notification revoking or modifying that authorization and have had a reasonable time to act upon it. Notwithstanding anything to the contrary contained herein or otherwise, if an individual or person who provided the transfer request to EECU was authorized to do so, expressly, under the law of agency, or as otherwise prescribed by law, you will be responsible for any loss that occurs from the wire transfer.

SECURITY PROCEDURES. You agree and consent to the use of certain security procedures by us to confirm the validity of the transfer request made pursuant to this Agreement. You understand the security procedures are not designed to detect errors in the transmission or content of the transfer request or to prevent duplicate transfers. Some elements of the security procedures will vary depending upon the method used to initiate a transfer request. **YOU HEREBY AGREE THAT OUR UTILIZATION OF ANY SECURITY PROCEDURE ESTABLISHED HEREUNDER SHALL CONSTITUTE YOUR AGREEMENT TO ITS USE AND AFFIRMATIVE ACKNOWLEDGMENT OF ITS COMMERCIAL REASONABLENESS. YOU FURTHER AGREE THAT ANY TRANSFER REQUEST THAT IS ACTED UPON IN GOOD FAITH BY US IN COMPLIANCE WITH THESE SECURITY PROCEDURES, WHETHER OR NOT IN FACT AUTHORIZED BY YOU, SHALL CONSTITUTE AN AUTHORIZED WIRE TRANSFER.**

The following security procedures, as amended from time to time in our sole discretion, shall apply to this Agreement: Before accepting any transfer requests, we will:

- (1) perform verification on the individual initiating the transfer request to ensure he or she is the individual previously authorized to initiate a wire transfer for the account in question (e.g., authentication or verification questions);
- (2) contact you using information from your account records to verify the wire transfer for wires that are not initiated in person or through our home/mobile banking platform (this contact may be through a method different than the one you used to request the wire transfer (e.g., phone versus e-mail) or it may be through the same channel to obtain a code word or other information that only you should have);
- (3) for transfer requests not initiated in person, send you for execution wiring instructions or transfer request (using information from your account records and sent via DocuSign or such other similar electronic signature service with the use of out-of-wallet or knowledge-based verification questions); and
- (4) request and receive any other proof of identification or any other documentation from you or an authorized person, which we may, in our sole discretion, require under the circumstances.

You expressly agree to receive security alerts from us by prerecorded voice message and/or text message, including with the use of an automatic dialer (autodialer), at any mobile device number you provide to us. You further agree that your authorization to initiate and complete a wire transfer may be demonstrated through the use of electronic signatures, electronic agreements, facsimile signatures, verbal authorization, and other methods which demonstrate your consent to the wire transfer. We may delay execution of a wire transfer until we have completed any security measures we, in our sole discretion, deem warranted.

Identifying Account and Routing Numbers. When processing a transfer request, payment may be made based



solely on the account number provided in the transfer request, even if that account number identifies a beneficiary other than the one that you name in the transfer request. Similarly, if the transfer request identifies the name, routing number and transit number of the beneficiary's financial institution, payment may be made solely on the basis of the routing and transit numbers, even if those numbers do not correspond to the name of the financial institution that you supplied. You agree that your obligation to pay the wire transfer is not affected if the identifying numbers do not match the named beneficiary or financial institution. Except as provided by applicable law, any loss and expenses resulting from an incorrect account number, or your misidentification of the beneficiary/designated recipient is your responsibility and not ours. We may rely on all information contained in the transfer request, regardless of who may have provided the information. Except as otherwise provided by law, you are also responsible for any loss and expenses incurred by a receiving financial institution which executes or attempts to execute the transfer request in reliance on the identifying number you provided. We may also pay wire transfers received by us for your benefit based solely on the account number.

Acceptance and Execution of Transfer Requests; Rejection. Nothing in this Agreement shall obligate us to accept or execute any transfer request, or an amendment or cancellation thereof, and we shall be deemed to have accepted a transfer request or its amendment or cancellation only upon execution thereof. We may reject or refuse to accept or execute a transfer request including, but not limited to, if (1) the designated account(s) does not contain sufficient available or collected funds; (2) the account number that you provide on the transfer request does not correspond to any known account with us; (3) the transfer request is not authorized or does not comply with applicable security procedures; (4) we are prohibited from doing so due to applicable law; or (5) we have a good-faith, reasonable cause for rejecting the transfer request. We may restrict or limit the use of wire transfers for new accounts.

Notice of a Wire Transfer Not Executed: If we determine, in our sole discretion, not to honor, execute, or accept a transfer request, we may attempt to notify you, but we shall have no liability for delay or failure to do so. We will also endeavor to notify you promptly if a wire transfer is returned to us after its execution but shall have no liability by reason of our delay or failure to do so. We shall have no obligation to resend a wire transfer if we complied with the original transfer request and such wire transfer was returned to us.

Method of Making Transfers. We may select any means that we deem suitable to transmit funds under this Agreement, including, but not limited to, our internal systems, Fedwire or third-party provider. Such third parties shall be deemed your agents, and we shall not be liable for any errors, delay, misdelivery, or failure of delivery by any of them unless applicable law says otherwise. Any subsequent financial institution may use Fedwire as well. Your rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J and other applicable Fedwire rules and federal laws. Wire requests are not processed on Federal Bank holidays.

Amendment or Cancellation of Transfer Request. Unless otherwise provided by law (e.g., international wires), you may

not amend or cancel a request once you have submitted it to us. However, at our discretion, we may use reasonable efforts to act on any request for cancellation or amendment. Notwithstanding anything to the contrary contained herein or otherwise, we shall have no liability if such cancellation or amendment is not affected. YOU AGREE TO INDEMNIFY AND HOLD US (AND ANY OF OUR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) HARMLESS FROM ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, COSTS, AND EXPENSES WE MAY INCUR IN ATTEMPTING TO CANCEL OR AMEND THE WIRE TRANSFER. Any cancellation or amendment of a wire transfer by us shall relieve us of any obligation to act on the original transfer request.

Account Statements; Notices. We will not provide you with next day notice of receipt of any transfers under this Agreement, even if that transfer was initiated by an authorized person other than you. All transfers under this Agreement shall be shown on your periodic account statement and reflection on the statement shall constitute notice of receipt of the transfer. You may inquire whether a specific transfer has been received at any time during our normal business hours and/or by any means that we provide you for making inquiries on your accounts.

Provisional Credit. You may be credited for wire transfers before we receive final settlement of the funds transfer. This means that we may provide you with access to the funds before we actually receive the money. Any such credit is provisional until we receive final settlement of the payment. You are hereby notified and agree that, if we do not receive such final settlement, we are entitled to a refund from you for the amount credited to you in connection with the entry, and the party making payment shall not be deemed to have paid you for that amount.

Limitation of Liability. In addition to any defense or exception from liability provided in under applicable law, we shall only be responsible for performing the funds transfer service provided in this Agreement pursuant to the instruction you give (when acceptable to us and under applicable law) and shall be liable only for our failure to act with "ordinary care." However, our liability in any such case shall be limited to actual damages. We are not responsible for any transmission performance failure as a result of interruption in transfer facilities; power failures; equipment malfunctions; labor disputes; emergency conditions; act of God, fire, flood, or other natural disasters; war or terrorist attack; pandemic or other circumstances beyond our control. We are also not responsible for transfer failures due to suspension of payment by another party, the action or inaction of others, any inaccuracy in your instructions, refusal or delay by another financial institution to accept the transfer, or if we are prohibited from performing under any applicable law, rule or regulation. **UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR SUCH OTHER SIMILAR DAMAGES ARISING FROM ANY FAILURE OR DELAY IN PROCESSING A TRANSFER REQUEST OR ANY OTHER OBLIGATION UNDER THIS AGREEMENT.** Further, we shall in no case be responsible for the payment of any attorneys' fees or other legal expenses.

Interest. If we become obligated under Article 4A to pay interest to you, you agree that the rate of interest to be paid shall be equal to the interest rate, on a daily basis, applicable to the account to which the funds transfer was made.

International Wire Transfers Generally. If you send an international wire transfer that identifies a beneficiary bank located outside of the United States, you agree that we do not guarantee the receipt or timely processing of the funds on the part of the foreign beneficiary bank. By sending an international wire transfer, you understand that we have no control over how or when the funds are received or processed by the foreign beneficiary bank and that it could take up to one month or longer for the wired funds to be processed by the foreign beneficiary bank. Therefore, you understand and acknowledge that by sending an international wire transfer according to the financial institution and account information you provide us, you accept all risks associated with your wire transfer request. We will not be held liable or responsible to refund you any of the funds or costs associated with executing your request where the funds you sent were misused, lost, destroyed, not processed, or not received by the foreign beneficiary bank. You further acknowledge that we are prohibited from processing and executing requests where the federal government has enforced economic and trade sanctions against named foreign countries, or where the federal government has prohibited us from doing business with named financial institutions or persons.

International Wires – “Remittance Transfers.” International wires are considered Remittance Transfers under the U.S. Remittance Transfer Rule and require certain disclosure, cancellation, and dispute rights be provided to you at the time each international wire is requested. Remittance Transfer Rule requirements and timelines supersede any contradicting disclosure, cancellation, or dispute requirements set forth in this Agreement.

Regulation E and “Remittance Transfers.”

(a) Regulation E Rights: Special provisions of the federal Consumer Financial Protection Bureau's Regulation E govern certain outgoing electronic international transactions initiated by consumers that are defined as “Remittance Transfers.” Included within the definition of a Remittance Transfer are wire transfers of funds from any of your eligible accounts with us that we may permit you to make under this Agreement to third parties who are located, or whose accounts are located, in foreign countries (including Canada as well as other countries). Among other things, this means that when you request a remittance transfer:

- (1) You will receive specific disclosures about the details of the requested transfer before you will be permitted to complete the transfer.
- (2) We will send you a special receipt containing additional information after you have made the transfer.
- (3) You have certain cancellation and refund rights in connection with these wires if you change your mind within 30 minutes after making payment and the funds have not already been picked up or deposited into the recipient's account. These rights are briefly summarized in Subsection (b) below.
- (4) You have certain rights if you suspect an error or problem with a Remittance Transfer. These rights are briefly summarized in Subsection (c) below.
- (5) Certain provisions of this Agreement, which limit our liability to you or make you responsible for losses in various circumstances, do not apply and our or your liability or responsibility is instead governed by the Regulation E

Remittance Transfer rules. The Regulation E Remittance Transfer rules provide that if you give us the incorrect account number or recipient institution identifier, you could lose the transfer amount.

(6) There are provisions of this Agreement that are inconsistent with certain rights or responsibilities of you or us under the Regulation E Remittance Transfer rules. In the event of any such inconsistency, Regulation E will control, and this Agreement will be deemed modified so as to be consistent with the Remittance Transfer rules, without affecting the validity of any other provisions of the Agreement.

(b) What to do if you want to cancel a Remittance Transfer: You have the right to cancel a Remittance Transfer and obtain a refund of all funds paid to us, including any fees. To cancel, you must contact EECU at 817-882-0800 within 30 minutes of making payment for the transfer. When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were to be sent. We will refund your money within three business days of your request to cancel a transfer, as long as the funds have not already been picked up or deposited into the recipient's account.

(c) What to do if you think there has been an error or problem with a Remittance Transfer: (1) Call us at 817-882-0800; or (2) Write us at EECU, 1617 West 7th Street, Fort Worth, Texas 76102, Attn: Wire Department. You must contact us within 180 days of the date that the funds are supposed to be available to the recipient. When you do, please tell us: (1) your name and telephone number or address; (2) the error or problem with the transfer, and why you believe it is an error or problem; (3) the name of the person receiving the funds, and if you know it, his or her telephone number or address; (4) the dollar amount of the transfer; and (5) the confirmation code or number of the transaction. We will determine whether an error occurred within 90 days after you contact us, and we will correct any error promptly. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

(d) Exclusions from Regulation E: Please note that because we utilize commercial wire systems to send these types of Remittance Transfers, they are not classified as “electronic fund transfers” under Regulation E, and accordingly, the additional consumer disclosures set forth in your Account Agreement under the heading of “Electronic Fund Transfers” do not apply. Please note also that domestic wires within the U.S. (both outgoing and incoming) and international wires into your U.S. accounts are not subject to the Regulation E remittance transfer rules, and further, they are not subject to the “Electronic Fund Transfer” disclosures.

Indemnity and Hold Harmless. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD US (AND OUR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS), HARMLESS FROM AND AGAINST ANY LOSS, LIABILITY OR EXPENSE RESULTING FROM OR ARISING OUT OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION IN CONNECTION WITH ANY MATTERS SUBJECT TO THIS AGREEMENT INCLUDING, BUT LIMITED TO, YOUR INSTRUCTIONS AND TRANSFER REQUEST. We are not required to seek clarification from anyone regarding ambiguous instructions. Your agreement to defend, indemnify and hold us



harmless shall survive the termination or closure of your account and expiration and/or termination of this Agreement and all provisions contained herein.

Compliance with Anti-Money Laundering and Exchange Control Regulations and OFAC Enforced Sanctions. You agree to observe all Anti-Money Laundering and Exchange Control laws and regulations including economic and trade sanctions promulgated by the Office of Foreign Assets Control of the U.S. Department of Treasury in relation to any wire transfer, and you will use all reasonable endeavors to assist us to do likewise. In particular, you agree that the information given to us by you is accurate. We may disclose any information given to us that we in our sole discretion think necessary or desirable to disclose; except we will only disclose confidential information if required by law, a court, or legal, regulatory, or governmental authority, or as permitted by law in order to combat, prevent, or investigate issues arising under anti-money laundering laws, economic sanctions, or criminal law.

Sometimes legal, regulatory, or governmental authorities require additional information, either in respect of individuals, entities, or particular transactions. You agree to promptly supply all such information, which any such authority may require, and/or which we may be required to supply, in relation to the individual, entity, or particular transaction.

If you, or your authorized representative, breach any such laws or regulations, you irrevocably agree that we may retain any monies or funds transmitted to us pursuant to this Agreement and/or not fulfill any transfer request if we are required to take or refrain from such action by any legal, regulatory, or governmental authority or if we reasonably believe that such action may violate any laws or regulations described herein, and such monies shall not bear interest against us. You further agree that we may pay such monies to the appropriate legal, regulatory, or governmental authority, if and when required by law.

Change in and Addition to Terms. We may modify, adjust, vary, alter, change, revise, add to, delete, or otherwise amend the terms and conditions of this Agreement, at any time and from time to time, and any such modification, adjustment, variance, alternation, change, revision, addition, deletion, or other amendment shall be immediately effective unless otherwise specifically required by applicable law. Further, your use of the transfer service after the change in terms will constitute your acceptance of such modifications, adjustments, variances, alternations, changes, revisions, additions, deletions, or other amendment for all purposes.

Notice. You agree to notify us immediately if you notice any discrepancy involving the posting of your payment order or if you discover a problem with your transfer. You must send us a written notice of the problem, including a statement of the relevant facts, within a reasonable time (not to exceed 10 days from the date you first discover the problem or periodic statement cycle, whichever occurs first). If you fail to timely notify us, we will not be liable to you for any loss.

Recording of Communication. You agree that all telephone conversations made in connection with this Agreement may be recorded and retained by us.

Controlling Document. Both you and EECU will be bound by this Agreement. If there is a conflict between this Agreement and something said by one of our employees, you agree that this Agreement controls. This Agreement and the terms of the Account Agreement(s) related to your deposit accounts, which are incorporated herein by reference, constitute the entire Agreement between you and us regarding your use of the transfer service. To the extent that the terms contained in this Agreement are different than those in any other agreement or terms of account, we will be entitled to rely on the terms that provide the credit union with the most rights, protections, and benefits.

Severability. In the event that any court or tribunal of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected thereby.

Choice of Law. This Agreement and the transfer service will be governed by, construed and enforced in accordance with the laws of the United States and, to the extent not preempted by federal law, the laws of the State of Texas, excepting its conflict and choice of law provisions.

Rules of Construction. The following rules of construction will apply to this Agreement: (i) words in the neuter mean and include correlative words of the feminine and masculine genders and words importing the singular numbered meaning include the plural number, and vice versa; the term "person" includes individuals and legal entities or organizations; (iii) the use of the terms "includes", "including", "included in" or similar terms also mean "without limitation"; (iv) the word "all" includes "any" and the word "any" includes "all"; (v) as the context requires, the word "and" may have a joint meaning or a several meaning and the word "or" may have an inclusive meaning or an exclusive meaning; (vi) headings are inserted for convenience only and do not limit or define the scope of a section of this Agreement or any of its subsections; and (vii) the phrase "as shown in our records" or other similar phrase refers to the business records or files we maintain in the normal course of our business relative to the transfer service, which records or files will be deemed correct and accurate.

Termination of Agreement. We may terminate this Agreement and/or your right to make transfers at any time, without advance notice to you.



Overdraft Services Disclosure and Agreement

This Overdraft Services Disclosure and Agreement describes the circumstances when EECU may pay overdrafts in your checking account. You understand and agree to the terms and conditions of this Overdraft Services Disclosure and Agreement. You authorize the credit union to pay overdrafts and agree to be responsible for the payment of any overdraft fees. Terms not otherwise defined herein shall have the same meaning attributed to them in the Membership and Account Agreement.

"Overdraft" means there is not enough "available" balance in your account at the time a transaction is presented to us for payment. In other words, you do not have enough money in your account to cover your transactions. An insufficient "available" balance may result for several reasons including, but not limited to: (A) the payment of checks, electronic fund transfers or other withdrawal requests; (B) payments authorized by you; (C) the return, unpaid, of items deposited by you; (D) the imposition of applicable service fees; and (E) the deposit of items, which, according to the credit union's Funds Availability Policy, are treated as not yet "available" or finally paid.

The credit union currently offers two types of services (which are subject to change without notice unless required by law) to address overdrafts associated with your checking account:

- (1) Overdraft Transfer (from an eligible linked account or overdraft line of credit); and
- (2) Overdraft Protection (which is broken down into two categories):
 - (A) **Standard Overdraft Protection** for the payment of checks and ACH transactions; and
 - (B) **Courtesy Overdraft Protection**, which you must opt-in to, for the payment of ATM and everyday (one-time) debit card transactions:

(1) OVERDRAFT TRANSFER SERVICE (FROM A SHARE (SAVINGS) ACCOUNT OR OVERDRAFT LINE OF CREDIT)

If you are enrolled in this service, the credit union may transfer funds from a share (savings) account or line of credit to cover an overdraft and charge a fee in accordance with the current version of our Account Fee Schedule. In the event you would like more information about the Overdraft Transfer service, you may contact a financial center representative or call the Member Contact Center at 817-882-0800 or 1-800-333-9934. The overdraft transfer fee is reflected in the current version of our Account Fee Schedule. **THE OVERDRAFT TRANSFER SERVICE MAY BE A LESS EXPENSIVE ALTERNATIVE TO THE CREDIT UNION'S OVERDRAFT PROTECTION SERVICES.**

(2) OVERDRAFT PROTECTION SERVICES

A. **Standard Overdraft Protection - Checks and ACH Transactions**

This service is automatically added to eligible checking accounts in good standing and allows, but does not obligate, the credit union to pay an overdraft for: (i) checks, other items, and transactions made using your checking account number; and (ii) automatic bill payments and Automated Clearing House (ACH) transactions.

NOTE: IF YOU INCUR AN OVERDRAFT FEE AND (I) YOU HAVE BEEN PROVIDED WITH AT LEAST ONE PERIODIC STATEMENT IDENTIFYING SUCH FEE AND (II) YOU CONTINUE TO USE THE OVERDRAFT SERVICE, YOU WILL BE DEEMED (TO THE FULLEST EXTENT PERMITTED BY LAW) TO HAVE UNDERSTOOD AND AGREED TO THE METHOD BY WHICH SUCH OVERDRAFT FEE WAS DETERMINED AND TO

HAVE AGREED TO THE SAME TYPE OF OVERDRAFT FEES WHICH YOU INCURRED OR MAY INCUR IN THE FUTURE, REGARDLESS OF WHETHER INITIAL OR ADDITIONAL OVERDRAFT DISCLOSURES WERE PROVIDED TO YOU AND REGARDLESS OF THE CONTENT OF ANY DISCLOSURES PROVIDED TO YOU.

You may elect to opt-out of the payment of overdrafts associated with checks and ACH transactions at any time by contacting a financial center representative or by calling the Member Contact Center at 817-882-0800 or 1-800-333-9934. **NOTE:** If you opt-out of the Standard Overdraft Protection, you are not eligible to participate in Courtesy Overdraft Protection (see below). If you do not have overdraft services and there are insufficient available funds in your account, checks, items, and transactions may be return unpaid, resulting in non-sufficient fund fees (NSF).

Note: If an item or transaction in an amount of \$1.00 or less is presented for payment against an insufficient available balance and returned, an NSF fee will not be charged.

Note: We will charge an NSF fee each time a check, other item or transaction is presented to us, even if the check, other item or transaction was previously presented and returned due to an insufficient available balance. Thus, you may be charged multiple NSF fees for each check, other item, or transaction you authorize. We have no control over the number of times a merchant or payee will present a check, other item, or transaction for payment. The NSF fee is disclosed in the current version of our Account Fee Schedule.

You understand and agree that while certain electronic services, transferring money from person to person (e.g., Zelle or Venmo) or account to account (e.g., from your account at the credit union to your account at another financial institution), may currently be free to use, you will be charged overdraft and NSF fees, as applicable, described in the current version of our Account Fee Schedule.

B. **Courtesy Overdraft Protection - ATM and Everyday (One-Time) Debit Card Transactions**

This service may be available to you provided (1) you have not "opted-out" of the Standard Overdraft Protection for the payment of overdrafts for checks and ACH transactions and (2) you have "opted-in" for the payment of: (i) ATM transactions and (ii) everyday (one-time) debit card transactions.

YOU WILL BE CHARGED AN OVERDRAFT FEE EACH TIME ANY APPLICABLE CHECK, ITEM OR TRANSACTION IS PRESENTED FOR PAYMENT AND PAID AGAINST AN INSUFFICIENT AVAILABLE BALANCE. YOU ALSO UNDERSTAND AND AGREE THAT YOU WILL BE CHARGED MORE THAN ONE OVERDRAFT FEE IF THE CREDIT UNION PAYS MULTIPLE TRANSACTIONS WHEN YOUR ACCOUNT IS OVERDRAWN. THERE IS NO LIMIT ON THE TOTAL FEES THE CREDIT UNION CAN CHARGE FOR OVERDRAWING YOUR ACCOUNT.

Note: An overdraft fee will not be charged for an item or transaction in an amount of \$1.00 or less.

"Available" balance is used to determine when your account is overdrawn. "Available" balance is determined at the time a transaction is posted to your account.

You agree that you do not need to be notified if your account does not have sufficient available balance in order to pay any check, other item, or transaction. **Note:** Your account may be subject to a fee for each check, other item, or transaction regardless of whether the credit union pays or returns any check, other item, or transaction.



You may elect to opt-out of Courtesy Overdraft Protection at any time by contacting a financial center representative or by calling the Member Contact Center at 817-882-0800 or 1-800-333-9934.

The following is important information regarding your account balance, how transactions are posted to your account, and when an overdraft fee will be charged. If you have questions, you should contact a financial center representative or the Member Contact Center at 817-882-0800 or 1-800-333-9934.

YOUR CHECKING ACCOUNT BALANCE. Your checking account has two kinds of balances: (1) the "actual" or "current" balance and (2) the "available" balance. Both balance types may be checked when you review your account online, through mobile banking, at a credit union owned ATM, at a financial center, or if you call the credit union. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains "actual" and "available" balances and how they work.

Actual Balance - Your "actual" balance or "current" balance is the amount of money in your account at the beginning of a business day. This amount does not include any pending deposits or withdrawals.

Your actual balance reflects transactions that have "posted" or "settled" to your account but does not include transactions that have been authorized and are pending (i.e., "not posted" or otherwise settled). While it may seem that the actual balance is the most up-to-date display of the funds that you can spend from your account, this is not always the case. Your account may have purchases, holds, fees, other charges or deposits made on your account that have not yet posted or settled and, therefore, will not appear in your actual balance.

Example of Actual Balance. If you have a \$100.00 actual balance and you wrote a check for \$60.00, then your actual balance will show \$100.00 because the actual balance does not include the pending check transaction which has not yet posted or settled to your account. While your actual balance is \$100.00, you have already spent \$60.00.

Available Balance - Your available balance is the amount of the actual balance that is available for use without incurring an overdraft fee or transfer fee (as applicable). Your available balance considers holds that have been placed on deposits and pending transactions (such as pending debit card transactions) that the credit union has authorized, but not yet posted or settled to your account. In other words, the available balance is your actual balance less any pending ATM withdrawals, debit card purchases, ACH transactions, checks being processed or other pending withdrawals from your account and less any deposits that are not yet available due to the credit union's Funds Availability Policy. The available balance does not include checks you have written that have not yet been processed or pre-scheduled debits (e.g., health club dues automatically debited from your account at a certain time each month). NOTE: Holds on pending debit transactions may fall off before the transaction is posted or settled to your account. We have no control over when we receive debit transactions from the merchant so they may be posted to your account. As a result, if the merchant does not send us the transaction timely, and the hold on the pending debit transaction falls off, the available balance may not be accurate. The best way to know how much money you have and avoid paying transfer or overdraft fees is to record and track all of your transactions closely.

Example of Available Balance. If your actual balance and available balance are both \$100 and you swipe your debit card at a restaurant for \$40, the merchant could ask the credit union to pre-

authorize the payment. The credit union would place a "hold" on your account for \$40. Your actual balance is still \$100 because the debit card transaction has not yet posted or settled to your account; however, your available balance would be \$60 because you have already authorized the \$40 payment to the restaurant. When the restaurant submits the transaction for payment (which could be a few days later and could be for a different amount if you have added a tip), the credit union will post the transaction to your account and your actual balance will be reduced.

For debit card transactions involving merchant holds, there may be a delay between the hold being applied and the transaction posting to your account. During the delay, intervening transactions may impact the available balance in your account.

Example of Overdraft Fee for Insufficient Available Balance. If your actual balance and available balance are both \$100 and you swipe your debit card at a restaurant for \$40, a hold is placed on your account and your available balance will be reduced to \$60. Your actual balance is still \$100 because the transaction has not yet posted or settled to your account. If a check that you had previously written for \$70 clears through your account before the restaurant charge is sent to the credit union for processing, you will incur an overdraft fee or transfer fee (as applicable). This is because your available balance was \$60 when the \$70 check was paid. In this case, the credit union may pay the \$70 check under either the overdraft transfer service (if such service is set-up and funds are available) or the overdraft protection service and charge you the applicable overdraft fee each time any payment instrument or payment method, including in-person withdrawal, ATM, check, ACH, debit card transaction or other electronic transaction, is presented for payment against an insufficient available balance. The overdraft fee will also be deducted from your account, further reducing your available balance.

HOW TRANSACTIONS ARE POSTED TO YOUR ACCOUNT.

There are basically two types of transactions related to your account: (1) credits or deposits into your account, and (2) debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when the credit union posts transactions to your account.

➤ **Credits** - Most deposits are added to your account when the credit union receives them. There may be extended holds on certain checks. Thus, your available balance may not reflect the most recent deposits to your account. For details on the availability for withdrawal of your deposits, you should see that section of your Membership and Account Agreement and other applicable disclosures addressing funds availability including, but not limited to, the credit union's Funds Availability Policy.

➤ **Debits** - There are several types of debit transactions from, or payments out of, your account. Debit transactions are described generally below. There are many ways transactions are presented for payment by merchants, and the credit union is not necessarily in control of when transactions are received.

- **Checks.** When you write a check, it is processed through the Federal Reserve system. The credit union receives data files of cashed checks from the Federal Reserve each business day. The checks drawn on your account are compiled from these data files and paid daily. To your benefit, when multiple withdrawals are processed in the same debit posting, items will be processed from the lowest to highest amount.

- **ACH Payments.** The credit union receives data files every business day from the Federal Reserve with Automated Clearing House or ACH transactions. These include, for example,



automatic bill payments. To your benefit, when multiple withdrawals are processed in the same debit posting, items will be processed from the lowest to highest amount.

- **Point of Sale (POS) Debit Card Transactions.** These are transactions where you use your debit card, and you enter your personal identification number (PIN) at the time of the sale. They are like ATM withdrawals because money is usually deducted from your account immediately at the time of the transaction.

- **Signature Debit Card Transactions.** These are transactions where you make a purchase with your debit card, and you do not enter your PIN. In these situations, the merchant may seek prior authorization for the transaction. When that happens, the credit union generally places a temporary hold against the available funds in your account. The credit union refers to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from your available balance. Authorization holds are deducted from your available balance, but not your actual balance until the actual debits are received by the credit union and posted or settled to your account. At some point after you perform the transaction, it is processed by the merchant and submitted to the credit union for payment. This can happen hours or sometimes days after you perform the transaction, depending on the merchant and its processing company. Note: Some lower dollar signature debit card transactions may be processed as a POS transaction (without entry of your PIN), deducting money from your account immediately at the time of the transaction; the credit union has no control over how transactions are processed or routed by a merchant.

The amount of an authorization hold may differ from the actual payment to the merchant because the final transaction amount may not yet be known to the merchant when the authorization request is submitted to the credit union. For example, if you use your debit card at a restaurant, a hold will be placed in the amount of the bill presented to you, but when the transaction posts or settles, it may include any tip that you have added to the bill. This may also be the case where you swipe your debit card at car rental companies, gas stations, hotels, and other retail establishments. The credit union cannot control how much a merchant asks the credit union to authorize, or when a merchant submits a transaction for payment.

- **ATM Withdrawals.** These transactions are like POS debit card transactions because money is usually deducted from your account immediately at the time of the transaction.

This is a general description of how certain types of transactions are posted. These practices may change, and the credit union reserves the right to pay items in any order we chose as permitted by law. The credit union may receive multiple deposits and withdrawal transactions on your account in many different forms throughout each business day.

Credit Union is Not Obligated to Pay Overdrafts. The credit union is not obligated to pay any check, item or transaction presented for payment if your account does not contain sufficient available funds. Rather than automatically returning, unpaid, any insufficient available funds items or transactions that you may have, if your account is in good standing, which includes at least: (A) you are not in default on any loan or other obligation, (B) your account is not continuously overdrawn for more than 20 days, (C) you make regular deposits consistent with past practices, and (D) your account is not the subject of any legal or administrative action, garnishment, order, freeze or levy, the credit union will consider, without obligation on the credit union's part, approving your reasonable overdrafts.

The credit union may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though the credit union has previously paid overdrafts for you. If the credit union does not authorize and pay an overdraft, your item or transaction will be declined. The credit union has no obligation to notify you before the credit union pays or returns any item or transaction. If there is an overdraft paid by the credit union on an account with more than one owner, each owner, and agent or representative if applicable, will be jointly and severally liable for such overdrafts plus the overdraft fee. Once your account is overdrawn, you are obligated to bring your account to a positive balance immediately. If your account is not brought positive immediately, the credit union may suspend or terminate overdraft privileges and/or close your account in accordance with applicable law and report such negative balance to a nationwide specialty consumer reporting agency under the federal Fair Credit Reporting Act (FCRA) and/or refer your account to third party collectors. You are responsible for all costs of collection including, but not limited to, attorneys' fees and court costs.

Limitations. The credit union may, from time to time, limit the number of accounts eligible for overdraft services. Overdraft service, without limitation, is not offered to on money market or savings accounts.

Payment of Overdraft Fees. Please contact the credit union immediately if you are having difficulty repaying an overdrawn account. Repayment options or alternatives may be available to you.

Records. We encourage you to keep careful records and practice good account management. This will help you to avoid writing checks or initiating new transactions without sufficient available funds and incurring the resulting fees.

Financial Education. The credit union believes financial literacy and education helps consumers make informed decisions. Heightened awareness of personal financial responsibility helps consumers realize the benefits of responsible money management, understanding the credit process, and the availability of help if problems occur. www.MyMoney.gov is the federal government's website that serves as resource for federal financial literacy and education programs, grants and other information. Call 1-800-FED-INFO if you have a question about federal agencies, programs, benefits, or services related to financial literacy and education.

No Guarantee. The overdraft service does not constitute a guarantee or an actual or implied agreement between the credit union and you, nor does it constitute an actual or implied obligation of or by the credit union. The overdraft service represents a purely discretionary service that the credit union may provide to you from time to time and which may be cancelled, withdrawn, or withheld by the credit union at any time without prior notice or reason.

Please refer to EECU's website, www.eecu.org, for the most current information on EECU's overdraft services, and the most current version of our Account Fee Schedule.



ELECTRONIC COMMUNICATIONS DISCLOSURE AND CONSENT

Please read this information carefully and print and retain a copy for your reference. This document is provided in accordance with the Electronic Signatures in Global and National Commerce Act.

This Electronic Communications Disclosure and Consent informs you of your rights when receiving Electronic Communications. You, as applicable, have requested EECU's online services where you can apply for membership in EECU, open accounts, request financial products and services, conduct transactions electronically, and sign documents electronically including, but not limited to, those pertaining to financial products and services, online banking, online bill pay, and loans (collectively, "Online Services"). By utilizing any of the Online Services, you agree that EECU may, but is not obligated to, send any and all communications to you electronically (collectively referred to as "Electronic Communications"). We may discontinue, at any time and from time to time, Electronic Communications to you and mail any communication to you at the last known address we have on file for you. Electronic Communications include, but are not limited to, information related to any of the online services, deposit and loan products, services and features, our decisions related to your applications, the terms and conditions that govern any deposit account or loan we make to you, and all related disclosures, notices, and communications, required by law or otherwise. You specifically consent and agree that we may provide electronically all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions; and governmental and/or third-party notices (such as IRS 1098, 1099, etc.), to include notices required by federal or state laws (such as notice of unclaimed property) or notice of the availability of any of the foregoing. "We," "us" or "our" (or words of similar import) mean EECU. "You" or "your" (or words of similar import) mean you, the individual(s) or entity applying for membership in EECU and/or requesting a financial product or service.

Consent and Acknowledgement. You (on behalf of yourself and any joint accountholders and co-applicants) acknowledge receipt of this Electronic Communications Disclosure and Consent; evidence your intent to be bound by all terms contained herein; and consent to the delivery of Electronic Communications via the internet to an e-mail address you designate to receive such Electronic Communications. You also consent to the delivery of documents from our Electronic Signature Partner, DocuSign, or such other similar electronic documents provider. You also agree that, unless otherwise authorized by law or other agreement we may have with you, you cannot give us notices electronically. Instead, all notices from you to us must be in writing. You also confirm that you are able to access and retain Electronic Communications from us. Your consent to Electronic Communications applies to any and all Electronic Communications that we provide to you in connection with your Online Services activities or requests, loan applications, and all products and services which you have, now or may have in the future, with EECU.

Right to Withdraw Consent. You can elect to withdraw your consent to Electronic Communications at any time by contacting our Member Service Center at (817) 882-0800 or by e-mail at service@eecu.org, during our business hours, or by writing to us at 1617 West Seventh Street, Fort Worth, Texas 76102. The legal validity and enforceability of prior Electronic Communications will not be affected if you withdraw your consent. Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it. Please be aware, however, that withdrawal of consent may result in the termination of your access to our Online Services, including online banking and your ability to

use certain EECU products and services.

Hardware and Software Requirements. To receive Electronic Communications, you must ensure that you are able to receive information electronically and retain it. The minimum hardware and software requirements to receive and retain the Electronic Communications are: internet access; a computer or other electronic device capable of running a Current Version of an Internet browser we support; an email address; and updated anti-virus personal firewall (hardware and software). You must have software which permits you to receive and access Portable Document Format or "PDF" files, such as a Current Version of Adobe Acrobat Reader (available for downloading at <http://get.adobe.com/reader>). Further, you must have a printer capable of printing any Electronic Communication and/or have the ability to electronically download, save, and visually display any such documents. "Current Version" means a software currently supported by its publisher. We reserve the right to discontinue support of a Current Version of a software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use. We will notify you if the system requirements change in such a way that may prevent you from accessing or viewing Electronic Communications.

Paper Copies. You may request a paper copy of any Electronic Communication. If you wish to obtain a paper copy of any of an Electronic Communication, you may make a request by contacting our Member Service Center at (817) 882-0800 or by e-mail at service@eecu.org, during our business hours, or by writing to us at 1617 West Seventh Street, Fort Worth, Texas 76102. A fee may be charged, as described in the most current version of the applicable fee schedule, for a paper copy of an Electronic Communication.

Updating Contact Information. You are responsible for ensuring that we have your current e-mail address for purposes of receiving Electronic Communications. If your e-mail address changes, contact us via service@eecu.org or by calling (817) 882-0800 to provide us with updated information through which future Electronic Communications will be received by you. If you fail to notify us of any change in your e-mail address, you agree that we may provide Electronic Communications to you at the e-mail address provided by you and maintained in our records. You understand and agree that if we send you an Electronic Communication, but you do not receive it for reasons beyond our control including, but not limited to, your e-mail address on file is incorrect, out of date or blocked by your service provider, or you are otherwise unable to receive Electronic Communications, EECU will be deemed to have provided the Electronic Communication to you for all purposes.

YOU AGREE TO THE FOLLOWING: (1) You have read, understand, and agree to the information and terms and conditions contained in this Electronic Communications Disclosure and Consent; (2) You consent to receive Electronic Communications and to conduct transactions with EECU electronically; (3) You consent to the use of electronic records and electronic signatures in your transactions with EECU; (4) You have the required hardware and software described above; (5) You are able to receive, access, save, and view Electronic Communications electronically via the methods described above; (6) You are authorized to make, and do make, this consent on behalf of yourself and any joint account-holders and co-applicants; and (7) you agree that your electronic signature will be enforceable as and to the full extent of a hand-written signature as an original for enforcement of the documents containing the electronic signature(s), whether in state or federal court, arbitration or otherwise.



CELLULAR/MOBILE PHONE CONTACT TERMS AND CONDITIONS

SECTION 1 – MARKETING COMMUNICATIONS

PRIOR EXPRESS WRITTEN CONSENT - BY PROVIDING EECU WITH A TELEPHONE NUMBER FOR A CELLULAR/MOBILE PHONE OR OTHER WIRELESS DEVICE, BY SIGNING THIS AGREEMENT OR OTHER APPLICABLE FORM ASSOCIATED WITH THIS AGREEMENT, AND/OR BY CLICKING “I AGREE,” “I CONSENT,” “SEND,” OR SUCH OTHER SIMILAR BUTTON IN ORDER TO MOVE TO THE NEXT STEPS IN EECU’S ONLINE/DIGITAL SERVICES, SUCH ACTION SHALL CONSTITUTE YOUR EXPRESS WRITTEN CONSENT TO RECEIVE MARKETING/ADVERTISING COMMUNICATIONS INCLUDING, BUT NOT LIMITED TO, TEXT MESSAGES (E.G., SHORT MESSAGE SERVICE – SMS), PRERECORDED OR ARTIFICIAL VOICE MESSAGE CALLS, AND CALLS MADE BY AN AUTOMATIC TELEPHONE DIALING SYSTEM, FROM US, AND OUR AFFILIATES, SERVICE PROVIDERS AND AGENTS, AT THAT NUMBER (COLLECTIVELY, THE “ADVERTISEMENTS”). PLEASE NOTE THAT YOU ARE NOT REQUIRED TO SIGN THIS AGREEMENT OR ENTER INTO IT AS A CONDITION TO OBTAIN A LOAN OR OTHER FINANCIAL PRODUCT OR SERVICE, OR AS A CONDITION OF PURCHASING PROPERTY, GOODS OR SERVICES. THIS EXPRESS WRITTEN CONSENT ALLOWS US TO CONTACT YOU EVEN IF YOUR PHONE NUMBER IS ON A DO NOT CALL (OR SIMILAR) LIST SO IT WILL NOT BE CONSIDERED UNAUTHORIZED BY ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION. THIS EXPRESS WRITTEN CONSENT SATISFIES THE REQUIREMENTS OF THE TELEPHONE CONSUMER PROTECTION ACT, AS AMENDED.

PHONE CALLS AND TEXT MESSAGES MAY INCUR MESSAGE AND DATA FEES FROM YOUR CELLULAR/MOBILE PROVIDER. ANY SUCH FEES WILL BE YOUR RESPONSIBILITY.

You certify that you are the owner of the phone/contact number or are authorized to grant EECU consent to contact you at the number provided. To the fullest extent permitted by law, this consent will apply to each telephone number that you provide us, now and in the future. You agree to timely notify EECU of any change to the telephone number you provided.

SECTION 2 – NON-MARKETING COMMUNICATIONS

PRIOR EXPRESS CONSENT – BY PROVIDING EECU WITH A TELEPHONE NUMBER FOR A CELLULAR/MOBILE PHONE OR OTHER WIRELESS DEVICE, YOU EXPRESSLY CONSENT TO RECEIVE

COMMUNICATIONS INCLUDING, BUT NOT LIMITED TO, TEXT MESSAGES (E.G., SHORT MESSAGE SERVICE – SMS), PRERECORDED OR ARTIFICIAL VOICE MESSAGE CALLS, AND CALLS MADE BY AN AUTOMATIC TELEPHONE DIALING SYSTEM, FROM US, AND OUR AFFILIATES, SERVICE PROVIDERS AND AGENTS, AT THAT NUMBER (COLLECTIVELY, THE “SERVICE”). THIS EXPRESS CONSENT ALLOWS US TO CONTACT YOU EVEN IF YOUR PHONE NUMBER IS ON A DO NOT CALL (OR SIMILAR) LIST SO IT WILL NOT BE CONSIDERED UNAUTHORIZED BY ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION. THIS EXPRESS CONSENT SATISFIES THE REQUIREMENTS OF THE TELEPHONE CONSUMER PROTECTION ACT, AS AMENDED.

PHONE CALLS AND TEXT MESSAGES MAY INCUR MESSAGE AND DATA FEES FROM YOUR CELLULAR/MOBILE PROVIDER. ANY SUCH FEES WILL BE YOUR RESPONSIBILITY.

You certify that you are the owner of the phone/contact number or are authorized to grant EECU consent to contact you at the number provided. To the fullest extent permitted by law, this consent will apply to each telephone number that you provide us, now and in the future. You agree to timely notify EECU of any change to the telephone number you provided. Also, not all pre-paid phones can receive the Service.

Text messages and phone calls may include (without limitation or restriction) information pertaining to important information, current or future accounts or applications, account balances, payment due dates, collection efforts, and special account notifications if we suspect identity theft or detect potential fraud or suspicious activity on your account.

You understand and acknowledge that messages and alerts will be transmitted over various third-party networks and systems. Text messages are sent to you without being encrypted. EECU is not responsible for any loss or damage that could result from the interception by third parties of any information made available to you via the Service. Please be advised that messages and alerts may be delayed or prevented by a variety of factors beyond EECU's control (such as network limitations, service outages, hardware failures, software failures, system capacity limitations, operating range limitations, system failures, misdirected delivery, or damage caused by severe weather or natural disasters). The Service is subject to transmission limitations and service interruptions. THE SERVICE IS BEING PROVIDED TO YOU ON AN “AS-IS,” “WHERE-IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS. EECU DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE SERVICE. FURTHER, EECU DOES NOT GUARANTEE OR WARRANT THE AVAILABILITY OF THE SERVICE, THE



DELIVERY OF MESSAGES OR ALERTS, THE TIMELINESS OR THE ACCURACY OF THE CONTENT OF ANY MESSAGES OR ALERTS AND IS NOT RESPONSIBLE FOR ANY ACTIONS TAKEN OR NOT TAKEN BY YOU OR ANY THIRD-PARTY AS THE RESULT OF A MESSAGE OR ALERT.

THE MESSAGES THAT ARE SENT TO YOU THROUGH THE SERVICE DO NOT AMEND, SUPPLEMENT, CHANGE OR REPLACE THESE TERMS AND CONDITIONS, OTHER AGREEMENTS WITH EECU, OR ANY OTHER NOTICE OR INFORMATION THAT YOU MAY RECEIVE IN CONNECTION WITH YOUR ACCOUNT, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION PROVIDED TO YOU ON YOUR PERIODIC STATEMENT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALTHOUGH EECU WILL TAKE REASONABLE PRECAUTIONS TO PROTECT THE SERVICE AND AVOID DELETION, CORRUPTION OR UNAUTHORIZED MODIFICATION OR ACCESS OF OR TO THE SERVICE, AND TO PROVIDE THE SERVICE ERROR-FREE OR UNINTERRUPTED, NO REPRESENTATION OR WARRANTY OF FITNESS, USE OR MERCHANTABILITY SHALL BE CONSTRUED UNDER THESE TERMS AND CONDITIONS, ALL SUCH REPRESENTATIONS AND WARRANTIES BEING EXPRESSLY DISCLAIMED.

EECU reserves the right, at any time, with or without cause or prior notice, to temporarily or permanently interrupt, restrict, modify, suspend, or discontinue the Service (or any part of the Service). You agree that EECU shall not be liable to you or to any third-party for any interruption, restriction, modification, suspension or discontinuation of the Service. The Service is specific to U.S. carriers only and does not include international service.

SECTION 3 – LIMITATION ON LIABILITY

IN NO EVENT SHALL EECU, ITS AFFILIATES, SUBSIDIARIES, SERVICE PROVIDERS OR AGENTS BE LIABLE TO YOU OR ANY THIRD-PARTY FOR BREACH OF CONTRACT, TORT, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE FOR ANY BREACH OF THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS, REPUTATION OR GOODWILL, LOSS OF USE, OR ANY OTHER DAMAGE OR LOSS EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN ADDITION, YOU AGREE AND ACKNOWLEDGE THAT YOU ARE NOT RELYING ON ANY PURPORTED REPRESENTATION MADE BY EECU OR ANY OF ITS AGENTS, AFFILIATES, THIRD-PARTY SERVICES OR REPRESENTATIVES.

SECTION 4 - MISCELLANEOUS

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions. Exclusive jurisdiction for any proceeding arising out of or related to these Terms and Conditions shall be in (unless binding arbitration is mandated by another agreement) an appropriate state or federal court located in Tarrant County, Texas and the parties, to the fullest extent allowed by law, unconditionally waive their respective rights to a jury trial. Any cause of action you may have with respect to the Service must be commenced within two (2) years after the claim or cause of action accrues. If for any reason a court of competent jurisdiction or arbitrator finds any provision of these Terms and Conditions or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between EECU and you with respect to the Service, and authorizations related to the marketing/advertising consent, and it supersedes all prior or contemporaneous communications, agreements, and understandings between EECU and you with respect to the subject matter hereof.

EECU reserves the right to change these Terms and Conditions at any time and from time to time. Your continued use of the Service constitutes your express consent and agreement to all such changes. Please check back regularly for updates and changes to these Terms and Conditions.

You may opt-out of the Service and/or the Advertisements by sending a written revocation to EECU at 1617 West 7th Street, Fort Worth, Texas 76102, Attn: Fulfillment Department, contacting us at 817-882-0800, or, as applicable, at any time by following the steps outlined in the text message or phone call. You agree that EECU will have up to five (5) business days (after EECU's receipt of your revocation) to unsubscribe you from the Service and/or the Advertisements.