

ACCOUNT AGREEMENT AND DISCLOSURES

This agreement ("Agreement") covers your and our rights and responsibilities concerning accounts RelyOn Credit Union ("Credit Union") offers. In this Agreement, the words "you" and "yours" mean anyone who signs a Membership and Account Application, Account Agreement Signature Card, Account Update or Change Card, or similar document (collectively referred to as "Account Card"). The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or other accounts you have with us. The word "savings" means any share account you have with us. The word "checking" means any share draft account you have with us. This Agreement explains the rules governing your membership and accounts with us. It is supplemented by the other agreements that you enter into when you open your accounts, such as the Funds Availability Policy and the Electronic Funds Transfer Disclosures, and others. All your agreements and transactions with us are also governed by various applicable federal and state laws and regulations. Applicable Laws shall include: any and all rules of the United States, Mastercard Bylaws and regulations, NACHA (The National Automated Clearing House Association) Operating Rules, network operating regulations, and any and all laws of the applicable state as it relates to your account, as the same may be amended and in effect from time to time; and you agree that such Applicable Law shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement. By signing the Account Card and/or by continuing to use the accounts and services provided by us, each of you, jointly and severally, agree to the terms and conditions in this Agreement, the Account Card; the Rate and Fee Schedule; any Account Receipt or similar document; and Certificate, Certificate Summary or similar document; our Courtesy Pay Disclosures; our Bylaws and policies; and any amendments to these documents from time to time which collectively govern your Accounts. All such documents are hereby incorporated by reference as if fully set forth herein.

1. APPLYING FOR MEMBERSHIP AND OPENING ACCOUNTS.

a). Membership Eligibility; Application. To join the Credit Union, you must meet the membership requirements including the purchase and maintenance of at least one share (membership share) as set forth in the Credit Union's bylaws and maintain a minimum \$5 balance. Your membership will terminate if you close this account. You agree to complete a Membership Application and you authorize us to check your account, credit, and obtain reports from third parties, including credit reporting agencies and consumer reporting agencies such as ChexSystems, to obtain copies of a credit report to verify your eligibility for membership and the accounts and services you request.

b). Important Information about Procedures for Opening a New Account. To help the government fight the funding of terrorism and money laundering activities, as well as to protect you from Identity Theft, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying document. We may also ask for picture ID, passwords, PINs, or other means of identification and authentication whenever you initiate any transaction with us. You authorize the Credit Union to make a copy of your photo ID (excludes Military ID) for our records. We may refuse to open any account or to grant any request if you fail to provide adequate identifying or authenticating information, or we have a good-faith cause to believe that you are not the person you are purporting to be or are otherwise not authorized to open the account or initiate the transaction, and we will not be liable for any loss or expense you may incur due to our refusal.

c). Fees and charges for certain services or accounts may vary depending on your relationship level. See Rate and Fee Schedule for details.

2. ACCOUNTS.

We offer a variety of deposit and transaction accounts. Requirements of the accounts such as term, minimum opening deposit or minimum balance requirements, fees, and penalties are set forth in detail in your Truth-in- Savings Disclosure; Rate and Fee Schedule; this Agreement; and other agreements that you may have with us. Ownership of the accounts may be held in a number of ways, such as individually or jointly, etc. Your account type(s) and ownership features are designated on your Account Card at account opening. Not all accounts or services may be offered at any given time. The following describes the types of accounts that are generally available at the Credit Union.

a). Savings, Checking, and Money Market Accounts. Savings and checking accounts are subject to ChexSystems approval. You may open one or more share or savings accounts, checking accounts, or money market accounts, and club accounts. Club accounts are deposit accounts that help you save for holidays, vacations, or other special purposes. Dividends will be compounded each quarter. Some of the accounts available earn dividends while others do not. If the account is a dividend-bearing account, disclosures and terms regarding accrual, crediting, and compounding will be provided in the Rate Schedule or similar document at the time you open your account. All transactions are subject to and in accordance with this Agreement and all other agreements you have with us, including, but not limited to, the Funds Availability Policy; Truth-in-Savings Disclosure; Rate and Fee Schedule; EFT Agreement and Disclosures; Text Message Disclosure; Privacy Policy; and Wire Transfer Agreement.

b). Share Certificate Accounts. Share Certificate accounts have stated Maturity Dates, and funds in those accounts are subject to early withdrawal penalties if funds are withdrawn prior to the Maturity Date. Exact terms of the particular account will be provided at the time of account opening. If you maintain sufficient funds in the account for the full term in accordance with your agreements, at the end of the term we will pay you the principal amount you deposited, plus dividends or interest on account earnings in accordance with this Agreement. If you withdraw all or part of your funds from this type of account before the certificate account matures, we will charge you an early withdrawal penalty. That penalty is generally deducted from the interest that has accrued on the account but may be deducted from the principal, particularly if a sufficient amount of 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. Unless otherwise stated when you open the account, your share certificate will automatically renew

at each maturity date for a period of time equal to the original term and on the same conditions as the original account. The interest or dividend rate applicable to the renewal term shall be that rate that is applicable to a new account on like terms in effect at the time the account renews. You can prevent an automatic renewal by providing us written notice or by withdrawing or transferring the funds on or within 10 days after the maturity date. If funds are withdrawn within 10 days after the maturity date, no penalty will be assessed. We may call an automatically renewing account for payment at the end of the original term or any renewing term, and any interest or dividends added to it for compounding will stop earning interest or dividends on the effective date of the call. If the account is not automatically renewing, no interest or dividends will be earned after the stated maturity date. We will send you a notice on or before the maturity date of your account(s) advising you of the upcoming maturity date and the options available to you.

c). IRA Accounts. IRA accounts are individual retirement accounts. There may be restrictions on contributions, withdrawals, and other features of the accounts according to Federal law and guidelines. Funds may be tax deductible and/or tax-deferred. We do not provide tax advice; you should consult with a qualified tax advisor regarding any funds you may have in these accounts. You may be required to sign a separate agreement upon opening these accounts. There is no joint owner on a IRA account.

d). Individual Accounts. An individual or single-party account is an account owned by one person, including an individual, corporation, or other organization qualified for Credit Union membership. If the account owner dies, the owner's interest passes, subject to applicable law, to the decedent's estate or Payable on Death (POD) beneficiary or, subject to other provisions of this Agreement and applicable law.

e). Joint Accounts with Survivorship. An account owned by two or more persons is a joint account with the right of survivorship and is not owned as "tenants in common" or "tenancy by the entireties". You are not permitted to change the account ownership to anything other than a joint account with right of survivorship. This means when one owner dies, all sums in the account pass to the surviving owner(s). A surviving owner's interest is subject to our statutory lien rights, consensual lien rights, the right of set-off, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

f). Control of Jointly Owned Accounts. We reserve the right to require all owners to sign the Account Card. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all but \$5.00 of the funds in the primary savings account, request stop payment (s) on items, block or terminate any service or access device, transfer, or pledge to us all or any part of the shares without the written consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act.

The following activities are reserved for the primary owner of joint share accounts:

- Any joint owner can do anything but close a primary share account.

g). Joint Owner Accounts and Owner Liability. If a deposited item in a joint account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of an owner or all funds in the jointly owned account regardless of who contributed them.

h). Beneficiary Designated Accounts. Any account established at the Credit Union is considered a revocable trust account and is an instruction to us that such single or jointly owned account funds are payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, payable to any named and surviving beneficiary(ies). Beneficiaries have no ownership interest in the account. Beneficiaries will be paid the funds in the account as of the date of death of the last account owner, and any dividends accrued after the date of death of the last owner may be reversed prior to the payout of the funds to the beneficiary(ies). A Beneficiary's interest is subject to our statutory lien rights, consensual lien rights, the right of set-off, and to any security interest or pledge granted by the account owner/grantor, even if a beneficiary did not consent to it. Beneficiaries ensure share coverage as a revocable trust account. If percentages are not indicated for each POD beneficiary, accounts payable to more than one surviving beneficiary are owned equally by such beneficiaries without rights of survivorship. The share of any beneficiary who predeceases the account owner will be split equally among the remaining living POD beneficiaries. Any POD beneficiary designation shall not apply to Individual Retirement Accounts (IRAs), which accounts are governed by a separate beneficiary designation. We are not obligated to notify any beneficiary of the existence of any account or the vesting of the beneficiaries' interest in any account, except as otherwise provided by law.

i). Accounts for Minors. We require any account established by a minor to be a jointly owned account with an owner who is either the minors parent, grandparent, or legal guardian that has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or other amounts on such account. We may require the minor to sign the Account Card if (s)he is so capable; otherwise, the adult shall sign the Account Card on behalf of the minor, as well as in his own capacity. We may pay funds directly to the minor without regard to his or her minority. Unless the minor's parent, grandparent, or legal guardian is an account owner, this individual shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will change the account status when the minor reaches the age of majority. A minor may remove a parent, grandparent or legal guardian when the minor reaches age of majority.

3. AGENCY (Trust, Power of Attorney, Guardianship) DESIGNATION ON AN ACCOUNT. An agency designation on account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. With the exception of a Trustee, an agent has no ownership interest in the account(s) or Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection.

4. DEPOSIT OF FUNDS REQUIREMENTS.

a). Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to accept checks missing endorsements of any owners if we choose. If a check or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check or item as though it is payable to either person. Checks payable to a deceased member may not be accepted. If any insurance, government or other check requires an endorsement as set forth on the back of the check, we may require endorsement as set forth on the item. Endorsements must be made on the back of the share draft or check within 1 1/2 inches from the trailing edge, although we may accept endorsements outside this space. We may disregard all information on or any writing or memorandum attached to any check or item except for your signature, the amount and information that is magnetically encoded. However, any loss or expense we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

b). Remote Capture Endorsement. Checks received for deposit via Remote Capture Deposit (RDC) through one's mobile phone must be signed by the member with the restrictive endorsement of "For Mobile Deposit Only".

c). Third-Party Checks. We may, in our sole discretion, refuse to honor any third-party check deposited to your account. If the Credit Union accepts any third party check for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

d). Restrictive Endorsements. Some checks and drafts contain restrictive endorsements or similar limitations on the front of the item. Some examples of restrictive endorsements include "two signatures required", "void after 60 days" or "not valid over \$500.00." We are not liable for payment of any check or draft with a restrictive endorsement or similar limitation contained in or on an item unless specifically agreed in writing.

e). Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not responsible for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection and any items and their proceeds will be handled in accordance with applicable Federal Reserve and Clearing House rules and other applicable law. Items drawn on an institution located outside of the United States are handled on a collection basis only. We further reserve the right to refuse or return any item or funds transfer. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account.

f). Final Payment. All items including checks, Automated Clearing House (ACH) transfers or other transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account as set forth in the Fee Schedule. Any collection fees or expenses we incur, including attorney's fees, may be charged to your account. You acknowledge and agree that we may charge-back your account even if it causes your account to have insufficient funds, and you agree to replenish the funds in your account and to pay any and all overdraft, return, or non-sufficient funds fees and charges. You specifically agree that we may exercise our security interest and right of set-off against any other deposit accounts that you have with us to recover any of these amounts. We reserve the right to refuse or return any item or funds transfer.

g). Direct Deposits. We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. Upon a bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

h). Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

5. ACCOUNT ACCESS.

a). Authorized Signature. Your written or electronic signature on the Account Card authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. However, we are not required to check the signature for authenticity unless our internal policies and procedures require us to (e.g., if a check is written above a stated threshold amount), and you agree that failure to do so does not constitute failure on our part to exercise ordinary care. If you have authorized the use of a facsimile signature, we may honor any check that appears to bear your facsimile signature even if it was made by an unauthorized person, and we will not be liable for any issues arising from such honor. You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction. You are responsible for the use and safeguarding of the facsimile signature device, your checks, and your access codes and as such, you specifically agree that you are in the best position to determine whether your facsimile signature has been used without your consent, or a counterfeit facsimile signature device has been used, or your signature has been forged. Therefore, you are required to make a good-faith effort to review any and all statements and items or checks returned to you or made available to you for any unauthorized use of your electronic, mechanical, or facsimile signature.

b). Access Options. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., by writing a check; using an ATM or debit card at point-of-sale or at an automated teller machine; in person; by mail; by automatic or preauthorized transfer, ACH, wire transfer or other electronic transfer; by telephone or online banking or bill pay services, or other means made available to you). We may return as unpaid any check drawn on a form we do not provide, and you are responsible for any loss we incur in handling such a check. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.

c). Wire Transfers, Automated Clearing House (ACH), and Other Payment Orders.

- **Governing Regulations.** If you send or receive a wire transfer, Fedwire may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire. If you are a party to an Automated Clearing House (ACH) entry, you acknowledge and agree that any such entry will be governed by the National Automated Clearing House Association (NACHA) Operating Rules, the Rules of any local ACH, and the Rules of any other system through which the entry is made. Other payment orders you make may be governed by Article 4A of the Texas Business & Commerce Code.
- **Notification.** Under NACHA Rules we are not required to give you next day notice of the receipt of an ACH entry and we will not do so, nor will we give you next-day notice of the receipt of a wire transfer. However, we will notify you of these transfers in your Account Statement.
- **Provisional and Final Payment.** If we credit your Account for an ACH entry or a wire transfer, the credit is provisional until we receive final settlement for the payment order. If we do not receive final settlement, or if we credit your Account by mistake, we are entitled to a refund of the amount credited and you agree that, at our option, we may reverse the credit or require that you reimburse us by way of direct payment.
- **Identifying Account Numbers.** You agree that we can rely upon any identifying account number given to us in connection with any ACH or wire transfer, even if the number identifies a person different than the named beneficiary or a financial institution different from the named financial institution. You agree that neither we nor any other institution involved in the transaction has a duty to determine whether the number given matches the intended beneficiary or the named financial institution.
- **Liability; Interest Payable.** We may be responsible for your direct expenses if we fail to exercise ordinary care in carrying out your instructions in connection with a wire transfer transaction. In no event, however, will we be liable for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind. We are not required to pay interest on any amount we may owe to you due to an unauthorized wire transfer arising out of our error unless you exercise ordinary care to discover the unauthorized transfer and promptly advise us of the relevant facts within the time period set forth below in the Account Statements paragraph. Any rate of interest that we might be obligated to pay to you as a matter of law for a delay or incorrect transfer arising out of our error will be the lower of the federal funds rate at the time of the correction or the dividend or interest rate that we pay on the Account to or from which the funds transfer should have occurred.
- **Security Procedures.** You agree that we may verify the authenticity of payment orders using our security procedures in place at the time of any such order, which may include a combination of signature verification, call back procedures, the use of identifying words or numbers, and identification via employee ID badge, valid driver's license, or other photo identification document. If you do not agree to our security procedures, you must notify us in writing. In such event, we shall have no obligation to accept any payment order from you or other authorized parties on the Account until you and the Credit Union agree, in writing, on an alternate security procedure.
- **Cutoff Times.** Unless other times are posted for various types of funds transfer, funds transfer, payment orders, and communications canceling or amending payment orders received after 4:00 p.m. on each weekday we are open that is not a holiday may be treated as having been received on the next banking day and processed accordingly. Our cutoff time for processing outgoing wire transfers is 3:00 p.m.
- **Force Majeure.** We are not liable for a failure to execute a payment order according to your instructions if an interruption in communication facilities or some other circumstance beyond our control such as fire or flood prevents the transfer, despite reasonable precautions we have taken.
- **General.** You agree that only our forms, methods, and procedures may be utilized. You also agree that in the event of an error, we may correct any such error without prior approval by you, but you agree that the Credit Union is under no obligation to do so. Any authorization you make to initiate paperless debit or credit entries will remain in effect until we receive written notice from you that your authorization has been revoked in a manner and in time to provide us with a reasonable opportunity to act on it.

d). Examination. We may disregard any information on any check, other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

e). Limitation of Access. We may limit services and/or access to your accounts, including through Online and Mobile Banking, if your account is not in good standing, you are delinquent on a loan, or your account has a negative balance. We may also limit services and/or access to your accounts for abusive or harassing behavior toward any Credit Union employee.

6. ACCOUNT RATES AND FEES.

We pay account earnings and assess fees against your account as set forth in the Fee Schedule. You agree that we may debit your account for any fees incurred without prior notice to you. We may change the Rate and Fee Schedule at any time and will notify you as required by law. For the most current rates and fees, you may contact us at any time and manner available.

7. TRANSACTION LIMITATIONS.

a). Withdrawal Restrictions. We permit withdrawals only if your account has sufficient funds available to cover the full amount of the withdrawal or you have established overdraft protection plan. Checks, other transfer or payment orders which are drawn against insufficient funds may be subject to a service charge as set forth in the Fee Schedule. If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion. We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between any account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time; or (6) any other reason allowed by applicable law.

b). Transfer Limitations. Pursuant to Regulation D, during any calendar month (or statement cycle of at least four (4) weeks), you may not make more than six (6) withdrawals or transfers to another account of yours or to a third party by means of by means of a preauthorized, automatic, or telephonic, online banking, or instruction. The following chart lists all types of transactions on savings and money market accounts and sets forth the limitations, if any, on the number of transactions permitted during the calendar month (or statement cycle of at least four weeks):

Covered Transactions - Subject to Regulation D limits	Transactions Not Subject to Regulation D limits
Transfers or withdrawals made to your other account at the Credit Union, if made by: <ul style="list-style-type: none"> • Preauthorized or automatic transfer • By telephone, including fax • Online or mobile banking 	Transfers initiated to make a loan payment
Transfers or withdrawals to third party (including transfers to an account you hold at another financial institution), if made by: <ul style="list-style-type: none"> • Preauthorized or automatic transfer • By telephone, including fax • Online or mobile banking 	Transfers from one account at the Credit Union to another account at the Credit Union, if made by: <ul style="list-style-type: none"> • Mail or messenger • ATM/ITM • In branch
Transfers or withdrawals to third party (including transfers to an account you hold at another financial institution), if made by: <ul style="list-style-type: none"> • Check or draft (including pre-authorized draft) • Debit card, including point-of-sale terminals • Transfer by wire 	Cash withdrawals from the account, if made by: <ul style="list-style-type: none"> • Mail or messenger • ATM/ITM • In branch
	Withdrawals made by telephone (check mailed to you)
	Transfers into the account

If you exceed the transfer limitations set forth above, we may reverse or refuse to make the transfer, and your account may be closed or converted to a checking account and assessed a fee as stated in the Fee Schedule. For all savings, money market accounts, and checking accounts, we reserve the right to require seven (7) day's prior written notice of withdrawal.

8. COURTESY PAY. (a discretionary overdraft service) From time to time, members experience non-sufficient funds situations on their accounts. Courtesy Pay is not a loan which means that the Credit Union does not engage in credit underwriting as a basis of determining your eligibility as part of this service. As a courtesy, the Credit Union offers an additional overdraft service known as Courtesy Pay. We are not obligated to pay any item presented for payment if your account does not have sufficient collected funds. Rather than automatically returning, unpaid, any non-sufficient funds that you may have, if your eligible checking account (primarily used for personal, family and household purposes) has been open for at least ninety (90) days and you maintain your account in good standing, which includes at least: (1) continuing to make deposits consistent with your past practices and (2) you are not in default on any loan obligation to the Credit Union, (3) you bring your account to a positive balance (not overdrawn) at least once every fifteen (15) days, and (4) your account is not subject to any legal or administrative order or levy, we will consider without obligation on our part, approving your reasonable overdrafts. Our customary fees and charges, including without limitation our insufficient funds/overdraft fees as set forth in our current Rate and Fee Schedules, will be included in these limits and will be charged for each non-sufficient (NSF) item that will or would overdraft your account including but not limited to, checks, debit drafts (paper), ACH debits, bill payment debits, authorized POS (point of sale) purchases and Credit Union teller cashed checks.

We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you. You may be notified of any non-sufficient funds items paid or returned that you may have; however, we may have no obligation to notify you before we pay or return any item. The amount of any overdrafts plus our insufficient funds/overdraft fees that you owe us shall be due and payable upon demand. If there is an overdraft paid by us on an amount more than one (1) owner of the signature card, each joint owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly liable for such overdrafts plus our insufficient funds/overdraft fees.

Member Opt Out. You or a joint owner on your account may choose at any time not to participate in our Courtesy Pay service by notifying us. This Opt Out request will remain in effect until you or your joint owner on the account requests that Courtesy Pay be added to the account. In the event of conflicting requests for the checking account owners, we may decline to extend the Courtesy Pay service.

Limitations. We may limit the number of accounts eligible for the Courtesy Pay service to one account per household. In addition, this service does not constitute an actual or implied agreement between you and the Credit Union. This service represents a purely discretionary courtesy or privilege that the Credit Union may provide to you from time to time and which may be withdrawn or withheld from us at any time without prior notice or reason or cause. Courtesy Pay is not offered for minors (student) with checking accounts. Courtesy Pay may be offered after 60 days of membership/account opening.

Fees for Overdrafting Accounts. Fees may be imposed on each check, draft, item, ATM transaction and one-time debit transaction (if member has consented to overdraft protection plan for ATM and one-time debit card transactions), preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Funds Availability Policy for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for your account, such fees may reduce your approved limit. For ATM and one-time debit transactions, you must consent to be covered under the plan. Without consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Fees for overdrafts are shown in the Fee Schedule.

9. PAYMENT ORDER OF YOUR TRANSACTIONS; OVERDRAFTS.

To assist you in handling your account(s) with us, we are providing you with the following information regarding how we process the items that you authorize. When processing items drawn on your account, our policy is to pay them as we receive them.

Why this is Important to You. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Our payment policy may cause your larger, and perhaps more important, items to not be paid first (such as your rent or mortgage payment), but may reduce the amount of overdraft or NSF fees you have to pay if funds are not available to pay all of the items. If any item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed in the Fee Schedule. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

The order in which items are presented may affect the fees assessed to your account. Most transactions are posted when you conduct them. The following transactions are generally posted real time or very near real time:

- Transactions which are posted real time or very near real time to when you conduct them;
- Transactions you conduct at our teller counters such as deposits*, withdrawals, and cashing on-us checks;
- Your ATM deposits* and withdrawals;
- Your debit card purchases conducted with a PIN;
- Debit card purchases conducted using the Mastercard network**;
- Transfers you conduct using RelyOn Telephone Banking;
- Transfers you conduct using Home Banking services or RelyOn Mobile Banking; or
- Deposits you conduct using Remote Deposit Capture.

*Note that funds availability rules apply and funds deposited on a real time basis may not be made available immediately. For example, checks you deposit may be subject to uncollected funds holds. See our funds availability policy for details.

**The corresponding settlements may lag hours or days based on when the merchant submits them. We post settlement transactions at the time we receive them.

Transactions are posted in batch items.

Posting of that day's ACH credits is followed by ACH debits. ACH debits are posted by amount from small to large.

For ACH entries and checks which are received in batch files, the Credit Union posts in the following manner:

Checks are posted by amount from small to large. Posting by amount from small to large allows for the most items to be paid and helps you minimize fees. Please note there are several ACH files each day and the timing may cause a debit to post before a credit in that event.

You further understand and agree that we have no control over how the 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 protection or courtesy pay services 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.

10. STALE AND POST-DATED CHECKS. We may pay any check without regard to its date. You agree not deposit checks or other items before they are properly payable. We are not obligated to pay any check drawn on your account which is presented more than six months past its date.

Stale, Postdated, Incomplete and Conditional Items. You agree to hold us harmless from any and all loss and liability that we may incur due to our inadvertent payment of incomplete or postdated items, items endorsed "without recourse," or conditional items. You agree that we will not have any duty to discover or comply with postdated, incomplete, or conditional items. You agree that we may disregard any information on any check or draft other than the amount of the item, the identity of the drawee bank, any magnetically encoded information, and the signature of the drawer, regardless of whether that information is consistent with any other information on the item. You agree that we may decline to accept, process, or pay any item or order that, in our estimation, is ambiguous or otherwise unclear in its terms. You also agree that, at our option, we may use our best efforts to resolve any such ambiguity and you agree to release and hold us harmless from any and all loss and liability that we may incur or that may arise in connection with our attempts to resolve any such ambiguity.

11. STOP PAYMENT ORDERS.

a). Stop Payment Order Request. You may request a stop payment order on any check drawn on your account. To be binding, an order may be authorized by agreeing to the terms online or in branch. Stop payment requests may also be presented in writing, in which case they must be dated, signed, and include: the number of the check, its date, the name of the payee, the exact amount, and the account number. The stop payment will be effective if the Credit Union receives the order in time for us to act upon the order and you provide the information described above. You understand that the exact information is necessary for the Credit Union's systems to identify the check. If you give insufficient, untimely or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or any other party for payment of the check. If we re-credit your account of paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check and assist us in any legal action.

b). Duration of the Order. You may make an oral stop payment order which will lapse in 14 calendar days unless confirmed in writing within that time. Stop payments that are confirmed in writing or through Online Banking are effective for six (6) months and may be renewed in writing, through Online Banking from time to time. We do not have to notify you when a stop payment order expires. For ACH stop payments please see the disclosures you received at the time you requested the ACH Stop Payment. Should the payment be presented during the six month period from the date of the call, we will return payment and the stop will no longer be valid.

c). **Liability.** Fees for stop payment orders are set forth in the Fee Schedule. You may not request stop payment on any certified check, cashier's check, tellers check, or any other check or payment guaranteed by the Credit Union. Although payment of an item may be stopped, you may remain liable to any item holder, including the Credit Union. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims relating to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

12. CHECK 21 AND SUBSTITUTE CHECKS.

a). 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 on the front and back of the check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

b). Your rights regarding substitute checks.

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, 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 are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within ten business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) no later than 45 calendar days after we received your claim. We may reverse the refund (including any interest) if we later are able to demonstrate the substitute check was correctly posted to your account.

c). How to make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received that was posted to your account, please call (214) 357-3328. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. 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 that the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: check, check number, payee's name, amount of the check.

13. OUR LIABILITY.

If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by you or another financial institutions negligence; or (4) your account funds are subject to legal processes or other claims. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable federal and state law, Federal Reserve regulations and operating letters, Clearinghouse rules, and general banking practices followed in the areas we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you say or our employees may say or write will be resolved by reference to this Agreement.

14. LIEN AND SECURITY INTEREST.

If you owe us money as a borrower, guarantor, endorser or otherwise, we have a statutory lien on the funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds, without any notice to you, in any order to pay off your indebtedness. In addition, you grant the Credit Union a consensual security interest in all of your Credit Union accounts and obligations secured by property for the purpose of paying any debt or amount now or hereafter owed to the Credit Union unless prohibited by applicable law. Such a security interest may be used to pay for any debt or amount owed to the Credit Union for an obligation secured by your primary residence, but your primary residence shall only be security to the obligation(s) it secures. All accounts are non-assignable and non-transferable. You acknowledge and agree that we also have similar statutory lien rights in your shares under the Federal Credit Union Act and/ or applicable state law, as well as the common law right to set-off and administrative freeze.

You specifically agree that we have the right to place an administrative freeze on any of your share accounts subject to applicable law, and such action shall not violate 11 USC 362 or other applicable law. You understand that these rights are multiple and we can exercise one or all of them pursuant to applicable law. Exercising one right does not waive the right to exercise others. Any payment to any joint owner, beneficiary, or other party for any reason shall be subject to our security interest, consensual lien, and right to set-off.

Cross-Collateralization. Property and/or shares given as security under any deposit, loan, or credit card accounts or services you have with the Credit Union will secure any and all obligations under such accounts or services as well as any account owner's joint or individual obligations to us,

now or in the future, whether direct, indirect, contingent or secondary and arising from any loan or credit agreement, insufficient fund items; fees; cost, expenses, reasonable attorney's fees, or otherwise. This clause does not apply if such property is your primary residence, or are non-purchase money household goods.

15. LEGAL PROCESS.

If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. We will not be liable to you for any such payout, even if it leaves insufficient funds in your account to pay checks you have written or other items that have not yet been processed. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest in your account and our right to set-off.

16. ILLEGAL TRANSACTIONS.

You warrant and agree that you will not use any Credit Union services or loan or deposit accounts to make or cause to be made any transaction that is deemed illegal under applicable law, including, but not limited to, any gambling activity, embezzlement, identity theft, money laundering or terrorist activity. Any such use shall constitute a breach of this Agreement. We may delay processing or refuse to process any transaction that we believe to be illegal, suspicious, unenforceable, or restricted, and will not be liable to you for such delay or refusal. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, or checks are knowingly accepted by gambling businesses in connection with the participation by others in unlawful internet gambling. You further agree to indemnify us and hold us harmless from any liability of any kind and costs incurred by us in any form whatsoever that results directly or indirectly from such illegal use. We will not be liable to you if we in good faith freeze your accounts and/or notify our regulators or local or federal law enforcement authorities regarding any activity we believe to be illegal, suspicious, or unenforceable.

17. ACCOUNT INFORMATION.

Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We may report information about your accounts to credit bureaus. Late payments, missed payments, insufficient funds transactions or other defaults on your account may be reflected in your credit report. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

18. CROSS SELL.

You authorize us to obtain information from a consumer reporting agency and to obtain copies of your credit report now and in the future, in order to determine your eligibility for membership and products and services offered by or through the Credit Union, regardless of whether you have applied for the product or service. Additionally, you authorize us to check your credit and employment history, and make all necessary inquiries in establishing and/or reviewing your account(s).

19. NOTICES.

a). Name or Address Changes. You are responsible for notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We accept a change in address provided over the phone, online, or in writing. If you fail to provide us with your new address, we may update your address using information provided by the United States Postal Service and/or impose a fee as set forth in the Fee Schedule.

b). Account Changes. We will determine ownership of any account from the information in our records. Any changes in accounts or services requested by you, or any account owner, such as adding or closing an account or service, or adding or deleting any account beneficiaries must be evidenced by a signed form approved and accepted by us. We reserve the right to require all account owners on a multiple-party account to consent to any changes and to sign the change form. Further, in the event of any conflict between any previous account ownership and/or beneficiary form and a subsequent form, the subsequent form shall govern, absent any language to the contrary.

c). Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms, rates, or fees as required by law. Please see the electronic version of this Agreement on the Credit Union website for the most recent version.

d). e-Notices. If we provide this service, you may agree to receive electronically all notices regarding your membership, account(s), or services. These notices will be e-mailed to you or made available on our online banking website.

e). Effect of Notice. Any written or electronic notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S Mail, postage prepaid and addressed to you at your statement mailing address. Any electronic notice we give is effective when it is sent. Notice to any account owner is considered notice to all account holders.

20. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING.

Your failure to furnish a correct Taxpayer identification number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may refuse or suspend opening your account.

21. STATEMENTS.

a). Contents. If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a joint account. For savings or checking accounts, you understand and agree that your original check, when paid, becomes property of the Credit Union and may not be returned to you, but copies of may be retained by us or payable through financial institutions and made available upon your

request. You understand and agree that checks or copies thereof are made available to you on the date the statement is mailed to you, even if the checks do not accompany the statement.

b). e-Statements. If we provide this service, you may agree to receive electronic statements, whereby your periodic statement will be e-mailed to you or made available on our online banking website. Please see the provision, "Electronic Services" for more information regarding e- statements. You understand and agree that you will be required to notify us of any e- mail address change or name change in writing. We may require verification of your identity and proof of a change in address prior to making any changes in our records. We will only attempt to communicate with you at the most recent address we have on file. If you fail to provide notice of a change in address or name, and we attempt to locate you, we may impose a fee as set forth on the Fee Schedule.

c). Examination. You are responsible for examining each statement and reporting any irregularities or issues to us. We will not be liable for any forged, altered, unauthorized, unsigned, or improperly endorsed or encoded items drawn on your account if: (1) you fail to notify us in writing within thirty (30) days of the mailing date of the earliest statement regarding any forged, altered, unauthorized, unsigned, or improperly endorsed or encoded item described in the statement; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

d). Notice to the Credit Union. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement you agree to notify us within 14 days of the time you regularly receive a statement.

22. ELECTRONIC SERVICES.

a). Electronic Services. We may provide electronic document delivery services for all disclosures, statements, notices, contracts or agreements, receipts, modifications or amendments, and all other documentation regarding your membership, accounts, transactions, or other business you have with us (collectively referred to as "documents" or "documentation"). If you agree to receive such documentation electronically, you specifically agree and acknowledge that we may provide the documents electronically either by sending an e-mail with the text of the documents embedded in the text of the e-mail message or as an attachment contained within the e-mail, or by posting such documents on our website or online banking service and notifying you that the documents have been so posted. You have a right to request and receive a paper copy of these documents if that right is provided under applicable law. You may also withdraw your consent and revoke your agreement to receive the documents electronically. To request a paper copy or to revoke your consent, you must contact us at (214) 357-3328. If any of our emails are returned to us as undeliverable, we will change our delivery mode to paper format, and you will be required to re-apply for our electronic delivery service and to update your email address accordingly. We may also offer electronic services such as online or mobile banking (including bill pay) which allow you to conduct transactions to and from your account(s) and to conduct other business with us electronically. You may be required to sign a separate agreement regarding these services and you will be subject to any instructions, rules, agreements, and restrictions provided on the website(s) or provided to you at the time you open an account or enroll in these services. You may be required to be enrolled in our online banking service in order to enroll in our electronic document delivery service.

Enrollment in, and use of, these electronic services does not relieve you of your duty to promptly examine your statements, checks, and other documentation for irregularities or discrepancies regarding your accounts in accordance with this and your other agreements you have with us.

b). Document Imaging Policy. All paper documents will be converted to electronic media for storage. This means that all of the agreements that you enter into with us will be electronically imaged and stored. The document imaging policy is as follows: We may, at our discretion and in accordance with applicable law, image all paper documents and/or agreements regarding your account(s) with us for retention and storage via electronic media. For your purpose this means that all of the documents and agreements that you have in connection with your account(s) with us that originated in paper form may be imaged and stored electronically, and the original paper documents and/or agreements may be destroyed. We will keep imaged copies of such documents and agreements and in accordance with our procedures you will be able to receive a copy of any imaged document or agreement.

c). System Requirements. Enrollment in our electronic document delivery service or online banking services requires a computer that has access to the Internet and a 128-bit browser that supports SSL and Cookies. Additionally, many of our documents, including periodic statements, will be sent to you in a PDF format, and to open, read, and print these documents, you will need Adobe Acrobat Reader 7.0 or higher. Minimum system requirements are subject to change without notice. The exact system requirements will be disclosed to you on our website or on the online banking website or at the time you enroll in the service. By enrolling in, and using the electronic services, you confirm that your system meets these requirements. If you fail to receive such documents, you agree to notify us immediately.

d). System Disruptions. Electronic services may occasionally be unavailable for short periods of time due to system maintenance or other reasons. We will not be liable for any delay that this may cause and you are ultimately responsible for conducting your transactions in a timely manner with regard to your banking and bill- paying needs. In the unlikely event that our electronic services become unavailable for a prolonged period of time, you understand and agree that you still have access to the Credit Union and your account(s) in the traditional manner (i.e., in person, by mail, telephone, or check writing), and we will not be liable to you if you fail to use these means to conduct your business with us.

e). Security Safeguards. Certain transactions must be made in-person and we maintain the right to require verification or authentication of your identity for security purposes at any time. You agree and understand that this is for your protection. We will not be liable for any delay in, or prevention of, any transaction or business conducted by you due to these security measures.

23. INACTIVE ACCOUNTS.

If you have had no activity on your accounts within a 6-month period (i.e., primary savings, and/or checking account) other than dividends posting to your account, then your account(s) is/are consider inactive. You authorize us to transfer funds from another Credit Union account of yours to cover

any fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. The funds in the account will then be escheated to the appropriate state if no activity within 36 months. 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.

24. TERMINATION OR RESTRICTIONS OF ACCOUNT(S) AND SERVICE(S).

We are committed to delivering exceptional products and services to our members. To that end, our employees are trained to handle interpersonal interactions effectively and to address any service issues with Credit Union members. Our policies and procedures define the circumstances under which services may be limited for members who engage in "improper or abusive conduct" and also address other circumstances where the services may be terminated or limited. This policy is not intended to restrict the rights and freedoms of any particular group or individual, but to protect Credit Union employees and members by addressing unacceptable conduct. You also understand and expressly agree that the Credit Union is a not for profit organization and that the rights addressed in this section are necessary to protect the Credit Union for the benefit of all members. In addition to other provisions in this Agreement, you agree that we, in our sole discretion, may terminate, limit, restrict, or change the terms, including, and of your account(s) or service(s). This may mean limiting loan services, or placing a freeze on any funds with us at any time without notice or require you to close your account(s)/service(s) and re-apply if: (1) there is a change in owners or authorized signers; (2) there has been a forgery/fraud or unauthorized use reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been a misrepresentation or any other abuse of any of your account(s)/service(s); (7) the Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (8) if we believe that you have been negligent in protecting your access devices or access codes; (9) if we deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the best interest of the Credit Union; (10) you have breached any promise under this Agreement or the terms of any account including, but not limited to any default or other delinquency with regard to any loan or other agreement; (11) if bankruptcy or any 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 or any balance as to all other accounts; (14) you violate any Credit Union policy, procedure, or standard or any law, regulation or rule; (15) 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; (16) making unauthorized posting(s), defacing or removing notices or signs on Credit Union premises and/or social media sites without management authorization; (17) misappropriating Credit Union funds, property or other material proprietary to the Credit Union; (18) deliberately or repeatedly violating securing procedures or safety rules; (19) possessing, using, or being under the influence of illicit drugs on Credit Union premises; (20) engaging in use or possession of weapons of any kind on Credit Union premises except for on-duty law enforcement officers or security officers; (21) any new US or other country's laws, rules, regulations or other requirements make it impractical or impossible for the Credit Union to meet requirements of such laws, rules, regulations, or other requirements; (22) using a Credit Union-branded credit card to purchase cryptocurrencies such as Bitcoin; or (23) using one or more credit or debit cards to obtain cash and purchasing power we do not believe appropriate, using such devices to pay credit card balances with the proceeds of other cards, or using such cards in a manner we determine is primarily intended to abuse a rewards program. If we are informed of such circumstances or otherwise believe that any of these circumstances are about to occur, we may place a stop payment on any item and we will not be liable to you for such a stop payment.

If the application of our policies or procedures or the above remedies affects any accounts or services with multiple parties, we may require the party to whom the restrictions or termination is applied be: (1) removed; (2) the account be closed and then a new account may be reopened absent the affected party; or (3) the restrictions may be applied to the account or service. We have no obligation to provide any specific information regarding the basis for taking action under this section to any other owners or parties.

Further, unless an express exception is made by the Credit Union in its sole discretion, the Credit Union does not offer services to "Money Services Businesses", "Internet Gambling Businesses" or "Cannabis Businesses", or other businesses that we determine violate the limitations in this Agreement. By way of illustration: "Cannabis Businesses" are defined by the Credit Union to be any person or business that (i) engages in the sale, production or storage of any form of cannabis, marijuana or hemp, and/or (ii) is required to be licensed and/or registered with a government entity due to the business engaging in an activity relating to any cannabis related industry. The Credit Union may, at its sole discretion, apply these restrictions on other businesses or individuals directly or indirectly related to a cannabis business.

25. TERMINATION OF MEMBERSHIP.

You may terminate your membership by giving us notice and otherwise following our policies and procedures. You may be denied services or expelled for any reason allowed by applicable law and the Federal Credit Union Act, including causing a loss to the Credit Union or for abusive behavior. Termination of your membership does not relieve you of your obligations to pay any fees or obligations that you owe us, and you are still responsible for any outstanding items that have not yet been processed or paid. Once membership has been terminated, no further transactions or services will be allowed.

26. DEATH OR INCOMPETENCE OF ACCOUNT OWNER.

We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of a member's death or adjudication of incompetence and are provided satisfactory evidence thereof, such as a certified death certificate or court order. Once we are notified of a member's death or incompetence, we may pay checks or honor other payments or transfer orders authorized by the member for a period of ten (10) days after the date of death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or other items. We may require anyone claiming the owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner. In the event of your death, funds will be

transferred to your primary savings account and paid to the joint owner (if applicable) or to the beneficiary(ies) named on the primary savings account. If there is no beneficiary designation, no probate proceedings or no estate, we may, but are not required to, pay the funds to any heir, who will be solely responsible for any further distribution of the funds. Alternatively, we may hold the funds until a proper court order is presented to us. We may require proper documentary evidence satisfactory to us before we determine the proper treatment of the funds and before we will release funds to any claiming party. All dividend payments to an account may cease to accrue effective the date of death of the primary owner, and any dividend payments made after the date of death of the primary owner may be reversed from the account upon the Credit Union's receipt of notice of the death of the primary owner. Any payment of funds upon the death or incompetence of any account holder is subject to our lien and security interest. This Agreement will be binding upon any heirs or legal representatives of any account owner.

Additionally, when notified of the death of a **primary member**, any account where there is a joint owner may be closed within a reasonable amount of time in accordance with the Credit Union's policies and procedures. Any account where there is a **deceased joint owner** will result in the removal of that joint owner within a reasonable amount of time after notification. Any deposits made payable to, or in the name of, a deceased member or owner will not be accepted (except as limited in the preceding paragraph). These items must be negotiated through an estate account at another financial institution.

27. SEVERABILITY; HEADINGS; NO WAIVER.

If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement. We reserve the right to waive or choose not to enforce any and all terms, rights, or remedies under this Agreement and such waiver shall not affect our right to enforce that or another term, right, or remedy at a later time. We may delay or waive the enforcement of any of our rights under this Agreement without losing that right or any other right. No delay in enforcing our rights will affect your obligation to pay us fees and other amounts you owe us under this Agreement. If we waive a provision of this Agreement, the waiver applies only in the specific instance in which we decide to waive the provision and not to future situations or other provisions regardless of how similar they may be.

28. ENFORCEMENT.

You are liable to us for any loss, cost or expense that we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

29. GOVERNING LAW; WAIVER OF JURY TRIAL.

This Agreement is governed by our Bylaws, federal laws and regulations, the laws, including applicable principles of contract law and regulations of the State of Texas and local clearing house rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in Dallas County, Texas. To the extent permitted by applicable law, both parties hereby (i) knowingly, voluntarily, intentionally and irrevocably waive the right to a trial by jury in respect to any litigation based hereon or arising out of this Agreement or any other dispute or controversy between you and Credit Union, and (ii) agree that any litigation will proceed on an individual basis and will not proceed as part of a class action.

30. COMMUNICATION.

Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement. 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 as a courtesy 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. You consent that by providing your phone number and/or initiating a transaction that we may monitor and/or record any telephone conversation, ITM and Video Banking conversation with you for any reason, including monitoring the quality of service you receive and to verify transaction related information. You agree that the Credit Union is not required to remind you before each telephone call that the conversation is subject to being monitored and/or recorded in accordance with applicable state and federal law. If a cell number or text contact (together, "contact") is provided, or if you later provide such to the Credit Union via other communications including Online Banking or social media, you consent and agree that the Credit Union may use this contact to provide information to you about your accounts and services, to reply to any inquiry, or to provide other information via calling, texting or otherwise. This contact may be made by dialing the cell phone, by autodialer, text or robo text method. You also agree that you shall be solely responsible for any fees charged by your internet or cellular provider that you incurred through such contact. You understand that this consent is not required in order to obtain any loan or services from the Credit Union.

31. SHARING AND DISCLOSING ACCOUNT INFORMATION.

While we value your right to privacy and the confidentiality of your personal information, there are times where your information will be shared and disclosed as follows:

With joint account owners and other parties to the transaction. If you have a joint deposit account or loan account, or if you enter into a transaction or account with us that require a guarantor or a third-party owner of pledged collateral, you specifically agree to allow us to share and disclose information pertaining to those accounts with all your joint owners and other such persons described herein. By agreeing to involve these persons in your accounts and transactions, you acknowledge and agree that you are waiving your right to privacy in this regard and that it is understood that each of you will see each other's personal, non-public information that would otherwise be held in confidence.

With third parties. We generally do not disclose your account information to third parties except: (1) when it is necessary in processing a transaction, whether that is to pay an item or to send a notice of dishonor or nonpayment; (2) to exchange, in the normal course of business, credit information with third party financial institutions or other business entities or a third party seeks to verify the condition of your account in accordance with applicable law; (3) to provide information to our regulators or law enforcement when we in good faith believe we have been a victim of a crime or

we have observed suspicious activity; (4) in order to comply with a governmental agency inquiry, subpoena or court order or a valid attachment, garnishment, or other legal action; (5) you give us written permission; (6) to guarantee a check by a third party; (7) at account opening, account renewal, or account review; (8) when we are attempting to collect a debt owed to us; or (9) any other reasonable disclosure allowed by law and appropriate to the circumstance. You also understand and agree that we may from time to time receive credit reports and other information about you in connection with your account. Upon request, we will give you the name and address of each agency from which we obtain such a report. For more information, refer to the Credit Union's Privacy Policy.

32. MISCELLANEOUS.

We will accommodate reasonable requests to assist members with disabilities. In order 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.

In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7) but not more than sixty (60) days before the intended date of withdrawal. If you request a large cash withdrawal, as defined by the Credit Union in its sole discretion, in lieu of other methods of transferring funds offered by the Credit Union, you hereby release the Credit Union from any and all liability, claims, demands whatsoever which arise from or in any way relate to your possession of any large sums of cash from the moment of possession. You may be further required to execute and deliver any further release we may require in connection with such withdrawal and be subject to a fee as detailed in the Fee Schedule. In addition, for reasons that include your safety and that of the Credit Union and its employees, large amounts of cash are not maintained at any Credit Union facility.

From time to time you may present us with certain documents that the Credit Union is not a party to (e.g., trust agreements, powers of attorney, contracts, court orders, etc.). We may require such documents for a purpose such as proving the existence of a trust as required by applicable laws. However, we are not a party to such agreements and mere possession of these documents does not in any way imply or impute knowledge of the contents of such documents to the Credit Union or its employees.

1. EFT AGREEMENT.

This Electronic Funds Transfer Agreement (the "EFT Agreement") is the contract which covers yours and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by RelyOn Credit Union (Credit Union). In this EFT Agreement, the words "you" and "yours" mean those who sign the application or account agreement as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more of your savings, IRA account, money market, and checking account(s) you have with us. Electronic funds transfers are electronically-initiated transfers of money from or to your account through the EFT services described below. By signing an application or account card for EFT services, signing your Debit Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this EFT Agreement and any amendments for the EFT services offered.

2. EFT SERVICES.

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

Mastercard Debit Card. You may use your Mastercard Debit Card to purchase goods and services from participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide the card number security information before you will be permitted to complete the transaction. You agree that you will not use your Debit Card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your Debit Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from approved Overdraft Protection accounts, or other deposit or loan accounts that you have established with the Credit Union, or, if you have so elected, to cover the transaction with Courtesy Pay. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. You may use your Debit Card and PIN at Credit Union-owned ATMs and participating nonproprietary ATMs. At the present time, you may use your Debit Card to:

- Withdraw funds from your accounts;
- Transfer funds between your accounts whenever you request;
- Obtain balance information on your accounts;
- Make POS (Point of Sale) transactions with your PIN to purchase goods or services at merchants that accept transactions routed through the networks listed on the back of your Debit Card;
- Make POS signature-based transactions routed through Mastercard;
- Pay bills or make other transactions on Non-Mastercard Networks without a PIN*; or
- Order goods or services by mail, telephone, or via the Internet from places that accept Mastercard.

Some services on Debit Cards may not be available at all terminals. The amount of purchases and/or cash obtained (if permitted) will be deducted from your checking account.

*Non-Mastercard PIN-less transactions will not be processed as Mastercard transactions and therefore will not include Mastercard's zero liability or chargeback and dispute resolution benefits. Additionally, provisions of this agreement relating only to Mastercard transactions are not applicable to non-Mastercard and PIN-less debit transactions.

The following limitations will apply to your Debit Card:

- The maximum dollar amount of cash withdrawals per day will be provided when you open your account and listed in your Rate Schedule;
- Sufficient funds must be available to make any withdrawal. There is no limit to the number of cash withdrawals you may make in one day;
- There is no limit to the number of purchases you may make in one day; however, Point-of Sale purchases are limited to dollar limit listed above;

- The maximum dollar amount for ATM withdrawals per day is \$1000.00;
- The maximum dollar amount for Point-of-Sale (POS) purchase per day is \$3000.00;
- Your available account balance may be reduced for preauthorization's for 3 business days or until the transaction clears;
- Please see the Credit Union's website or the mobile app for a listing of Network ATMs in your area; and
- Additional limitations are set forth in the TRANSFER LIMITATIONS provision contained herein.

a). Electronic Check Conversion & Electronic Returned Check Fees. If you pay for something with a check, you may authorize your check or share draft to be converted to an electronic fund transfer (EFT). When your check is used to initiate an EFT in this way, you authorize the funds to be debited from your account as soon as the same day, and your check may not be returned to you. You also authorize a merchant to electronically debit your account to pay a Returned Check/EFT fee or Non-sufficient Funds fee if you have insufficient funds. You are considered to have authorized these EFT if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

b). Preauthorized EFTs.

- **Direct Deposit.** Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions(s), we will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your savings or checking account.
- **Preauthorized debits.** Upon instruction, we will pay certain recurring transactions from your savings account, checking account and loan payments (*subject to transfer limitations that may apply to these transactions.*)
- **Stop Payment Rights.** If you have arranged in advance to make a single or recurring electronic funds transfer (EFT-ACH) out of your account(s) you may place the following stops: single, multiple, or indefinite. You must notify us orally at any time up to three business days before the scheduled date of the transfer. ACH Payments need exact company name or company ID and dollar amount to be valid. Revocation of a recurring ACH transfer must be done through the originator of the EFT-ACH. Stop payments placed on ACH transactions will be effective up until the item is presented for payment except in the case of an indefinite stop payment.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of EFT-ACH transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

c). Online and Mobile Banking. A password is required to access your account via Online Banking or Mobile Banking Services. You must use your password with your username to access your accounts. At the present time, you may use Online and Mobile Banking to:

- Withdraw funds from your savings, checking, money market, and club accounts;
- Transfer funds between your savings, checking, and money market accounts;
- Obtain balance information on your Credit Union accounts;
- Make loan payments from your savings, checking and money market accounts;
- Access internet bill pay services to make payment to various creditors;
- Inter-account transfers from saving or checking and line of credit accounts;
- Verify whether a check or other item has cleared your account;
- Take an advance from a line of credit account;
- Obtain tax information on amounts earned on applicable accounts;
- Change your password;
- Access or use other services that we may make available to you from time to time; or
- Use Apple Pay and Google Pay.

Your accounts can be accessed under the Credit Union Online Banking via personal computer, mobile devices, or the RelyOn App. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing and/or scheduled maintenance. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are made payable to you as the primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered or after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access. See the Transfer Limitations provision for transfer limitations that apply to Home Banking transactions. Other EFT Disclosures contained in this document apply to Home Banking services as well. You will also be required to comply with instructions and agreements provided online when you log onto the Home Banking service.

d). RelyOn Telephone Banking. RelyOn Telephone Banking allows you to make transfers, loan payments, obtain balance information and transaction history from your telephone. Additionally, you can withdraw by check from your savings, checking account, and money market. Payments or transfers initiated by telephone will post the same business day. We will not be held responsible for cancellation requests that do not allow for sufficient time to stop the transaction from going on. The maximum withdrawal or transaction amount per day may not exceed the available funds in your account or the Regulation D maximum limit.

3. TRANSFER LIMITATIONS.

In addition to any other limitations set forth for each service herein, federal regulation limits the number of preauthorized, automatic, or telephone transfers that may be made from your share/savings and money market accounts to six (6) per month from each account. If you exceed this limitation, you may be subject to a fee, the transaction may be rejected, or your account may be closed.

4. CONDITIONS OF EFT SERVICES.

a). Ownership of Cards. Any card or other access device that we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to our instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card, access code/PIN, or account to another person, and you will be liable for any transfers made by anyone to whom you give your card or access codes.

b). Honoring the Card(s); Refunds. Neither we nor the merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card, code, or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you accept a credit to your account instead of a cash refund.

c). Foreign Transactions; Currency Conversion. Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate for transactions in a foreign currency will be (1) a rate selected by Mastercard International from a 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 (2) the government-mandated rate in effect for the applicable central processing date in each instance. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. An international transaction will be assessed on all transactions where the merchant country differs from the country of the card issuer. The converted transaction amount will be shown separately from the international transaction fee on your account statement. This fee will be assessed on all international purchases, credit vouchers, and cash disbursements. If applicable, finance charges will be assessed to the international transaction fee. All transactions processed outside of the United States (which may include internet transactions) will be charged a foreign transaction fee in the amount disclosed on your Fee Schedule.

d). Security of Card and Access Codes. You may use one or more access codes with your electronic funds transfers. The access codes are issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card. You agree to safeguard the codes and agree not to disclose or otherwise make available your cards or codes to anyone not authorized to sign on your accounts. If you permit someone else to use an EFT service, your Card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

e). Joint Accounts. If any of your accounts 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 transactions to or from any savings, checking or loan accounts 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 owner to, make any transaction permitted under this Agreement. Each joint account holder is authorized to act for the others, and we may accept orders and instructions regarding any transaction on any account from any owner. We can refuse to follow conflicting instructions.

f). Illegal Transactions. You shall not use your card to make any illegal transaction as determined by applicable law. We may decline any transaction that we believe to be illegal, including but not limited to any transaction involving or relating to any gambling activity. We will have no liability or responsibility for any such use or for declining any such transaction. You further agree to indemnify and hold us harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

g). Reversal of Transactions. You may not reverse any transaction when using your card to pay for goods or services by transferring funds through a terminal.

h). No Right to Stop-Payment for Terminal Transactions. Transfers made by terminal may be executed immediately. This means that a cash withdrawal or other debit transaction is immediately deducted from your account; there is no "float" time and therefore there is no effective way of stopping the transaction.

5. FEES AND CHARGES.

There are certain fees and charges for electronic funds transfer services. For a listing of all applicable fees, see our current Fee Schedule. From time to time, the fees may change. We will notify you of any changes as required by applicable law.

If you use an ATM not owned by us, you may be charged a surcharge-fee by the ATM operator or any network used to complete the transactions (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. The fee will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

6. MEMBER LIABILITY.

You are liable for all transfers or purchases made via your card(s), access code(s)/PIN or passwords that you authorize or allow. If you permit someone else to use an EFT service, your Card, access code/PIN, or password, you are responsible for any transactions they authorize or conduct on any of your accounts, even if that person uses the card or code in a way that you did not anticipate or intend. In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, codes, marks, signs, passwords, or other means of identification. We reserve the right to block access to the services to maintain or restore security to Home Banking and our systems; if we reasonable believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s). You will bear the liability or the risk of any error or loss of data, information, transactions or other losses which may be due to the failure of your computer system or third-party communications provider on which you may rely. Tell us at once if you believe your Card or any of your access codes/PIN have been lost or

stolen, or if you believe that an electronic fund transfer has been made without your permission, or if you believe someone has used your Card or access code/PIN or otherwise accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If a transaction was made with your Card or Card number without your permission and was either a Mastercard Card or a PIN-less debit card transaction over Mastercard Networks (and the access codes associated with those cards), you will have no liability for the transaction unless we can prove that you were negligent in the handling of your card. If you write your PIN on your Card or otherwise keep the PIN with the Card, you may be negligent. You should always save your terminal receipts, keep a record of your transactions, and reconcile your receipts with your periodic statements. **If your statement shows transfers that you did not make**, tell us at once. If you do not tell us within 60 days after the statement was provided to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. **If you believe your card or access code has been lost or stolen**, call: (214) 357-3328 during normal business hours or write:

RelyOn Credit Union

8989 Harry Hines Blvd.

Dallas, TX 75235

You can also email us at Relyonus@relyoncu.org.

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

7. RIGHT TO RECEIVE DOCUMENTATION.

a). Periodic Statements. Transfer and withdrawal transactions made through any Card, Home Banking or Bill Pay service, or preauthorized transfer will be reflected on your periodic statement. You will receive a monthly statement unless there are no transfers in a particular month. In any case you will receive a statement at least quarterly.

b). Terminal Receipts. You can get a receipt at the time you make any transaction (except inquiries) to or from your account using an ATM, Point-of-Sale terminal, or Check Card transaction with a participating merchant. However, we are not required to provide you with terminal receipts for transactions of \$15.00 or less. You should keep your statements and receipts, as they may be admissible evidence in legal proceedings if a dispute should arise and shall constitute prima facie proof that such transfer was made.

c). Preauthorized EFTs. If you have arranged to have a direct deposit or preauthorized debit or credit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can call us at (214) 357-3328 or Mobile Banking or Home Banking to find out whether or not the deposit has been made. This does not apply to transactions occurring outside the United States.

8. ACCOUNT INFORMATION DISCLOSURE.

We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders; or
- If you give us your written permission.

9. BUSINESS DAYS.

Our business days are Monday through Friday, excluding federal holidays.

10. OUR 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 losses or damages proximately caused by our error. However, there are some exceptions we will not be liable, for instance:

- If, through no fault of ours, there is not enough money in your account to complete the transaction, if any funds in your account necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit;
- If you used your Card or access code in an incorrect manner;
- If the ATM/ITM where you are making the transfer does not have enough cash;
- If the error was caused by a system of any participating ATM network;
- If the ATM/ITM, POS terminal, Home Banking or Bill Pay system or other electronic service was not working properly and you knew about the problem when you started the transaction;
- If acts of God (including but not limited to fire, flood, or power failure) prevent the transaction;
- If circumstances beyond our control (such as your willful or negligent use of your Card, access code, or any EFT facility for making such transaction) prevent the transaction;
- If the money in your account is subject to legal processes or other claim;
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transaction made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors; or
- Any other exceptions as established by the Credit Union.

11. NOTICES.

All notices from us will be effective when we have mailed them or delivered them to your last known address in our records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 30 days before the effective date of any change. Use of this service is subject to existing regulations governed by Credit Union accounts and any future changes to those regulations.

12. ERROR RESOLUTION NOTICE *(does not apply to international remittance transfers)*.

In Case Of Errors or Questions Regarding Your Statement. Call or write us at the telephone or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared:

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

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (5 business days for Mastercard Debit Card Point-Of-Sale (POS) transactions and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a POS transaction, or foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will tell you the results within 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 our investigation.

RelyOn Credit Union

8989 Harry Hines Blvd.
Dallas, TX 75235
(214) 357-3328

13. RIGHTS REGARDING PREAUTHORIZED PAYMENTS.

Right to Stop Payment and Procedure for Doing So. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at (214) 357-3328, or write us at 8989 Harry Hines Blvd., Dallas, TX 75235, or email us at Relyonus@relyoncu.org in time for us to receive your request 3 business days or more before the payment is scheduled to be made. (If you want to stop a payment being made through Bill Pay, you should follow the instructions within Bill Pay). If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Please see the Fee Schedule for any fees charged for stopping payments. Notice of Varying Amounts. If preauthorized recurring payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.) Liability for Failure to Stop Payment of Preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

14. TERMINATION OF EFT SERVICES.

You may terminate this Agreement or any EFT Service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any access code. You must return all Cards to us. You also agree to notify any participating merchants that their authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer system not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

15. ATM SAFETY.

Important Safety Tips Regarding the Use of Automated or Interactive Teller Machines. The following is a list of safety precautions that you should follow when using an ATM or night depository:

- Be aware of your surroundings, particularly at night;
- Consider having someone accompany you when using an ATM or Night Depository after dark;
- If the ATM facility is equipped with a door, close it tightly before beginning your transaction, and do not allow anyone you don't know into the facility with you;
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction;

- Refrain from displaying your cash - place it in your pocket or purse as soon as the transaction is completed. Count your cash in the safety of a locked enclosure such as a car or home;
- Use a different ATM or return at a later time if you notice anything suspicious while using or approaching the ATM. If you are in the middle of your transaction, cancel the transaction, take your card or deposit envelope, and leave;
- If you are followed after completing your transaction, go to the nearest public area where people are present;
- Do not write your personal identification number or code on your Debt card; and
- Report all crimes immediately to the operator of the automated teller machine or to local law enforcement officials. If emergency assistance is needed, call the police from the nearest available public telephone. If you have complaints or concerns about the security of the ATM, contact the operator of the ATM.

This disclosure describes your ability to withdraw funds at RelyOn Credit Union ("Credit Union"). It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

16. FUNDS AVAILABILITY POLICY.

1. General Policy.

Our policy is to make funds from your cash deposits available to you on the same business day that we receive your deposit, unless they involve an International ACH Transaction. See below for more information on International ACH Transactions. Checks drawn on the Credit Union and electronic direct deposits will be available on the day we receive the deposit. Once deposits are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after that time or on a day we are not open, we will treat the deposit as made on the next business day we are open. If a wire transfer is received before 4:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if the wire transfer is received after 4:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day that we are open. Funds from the following deposits are made available on the business day of your deposit:

- U.S. Treasury checks that are appointed to you;
- Cash, State, local government checks that are payable to you;
- Cashier's, certified, and teller's check payable to you; and
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders payable to you.

If you do not make your deposit in person to one of our employees, funds from these deposits will be available on the second business day after the day we receive your deposit.

2. Reservation Right to Hold.

In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Funds may not be available for withdrawal until the seventh business day after the day of your deposit (see Sections 3 through 9). The first \$300 of your deposit, however, will be available for withdrawal on the same business day of your deposit. The remaining funds will be available on the second business day after the day of deposit. If we are not going to make all of the funds from your deposit available for withdrawal on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available for withdrawal. If your deposit is not made directly to one of our employees, or if we take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available for withdrawal.

3. Longer Delay May Apply.

We may delay your availability to withdraw funds deposited by check into your account for up to the 7th day of your deposit for the following reasons:

- We believe a check you deposit will not be paid;
- You deposit checks totaling more than \$5,525.00 on any one day;
- You redeposit a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last six months (see Section 5); or
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons and will tell you when the funds will be available for withdrawal.

4. Special Rules for New Accounts.

If you are a new member, the following special rules will apply during the first 30 days your account is open:

- Funds from electronic direct deposits to your account will be available on the day we receive the deposit;
- In most instances, funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the business day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525.00 will be available on the seventh business day after the day of deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525.00 will not be available until the second business day after the day of your deposit;
- We do not accept third party checks for deposits into new accounts;
- Funds from all other check deposits will be available on the 7th business day after the day of your deposit; or
- Your ability to use certain features of our online banking, mobile banking, and other services may be limited.

5. Special Rules for Abused Accounts.

If you are a member whose account has had frequent overdrafts in the last six months, have deposited checks that were returned unpaid, if your account would have overdrafted, had certain checks written on the account been paid, or if you have suffered abusive, fraudulent, or suspicious activity, the following special rules will apply:

- In most instances, funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the next business day after the day of your deposit.
- Funds from the deposit of personal and business checks will be available for deposit on the seventh business day after we receive the deposit.

Exception Holds. In addition, funds you deposit by check may be delayed for up to the 7th business day after the day of your deposit under the following circumstances:

- We believe a check you deposit will not be paid;
- You deposit checks totaling more than \$5,525.00 on any one day;
- You redeposit a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last six months; or
- There is an emergency, such as failure of computer or communications equipment.

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

6. Deposits at ATMS/ITMS

- Non-Proprietary ATMs/ITMs (ATMs/ITMs that the Credit Union not own or operate. In most instances, the first \$300 of funds from any deposits (cash or check) made at non-proprietary ATMs/ITM's will be available for withdrawal on the day of deposit. The remainder becomes available on the second business day after the day of deposit.
- Proprietary ATMs/ITMs (ATMs/ITMs that the Credit Union owns or operate.) In most instances, the first \$300 of funds from any deposits (cash or check) made at proprietary ATMs/ITM's will be available for withdrawal on the day of deposit. The remainder becomes available on the second business day after the day of deposit.

If we are not going to make all the funds from your deposit available on the first business day, we will notify you. We will also tell you when the funds will be available.

7. Holds on Other Funds.

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept a check for deposit that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

8. International ACH Transactions.

International ACH Transactions (IAT) that are transmitted to or from any of your accounts may be identified and designated by us for review and examination under the Office of Foreign Assets Control Rules and Regulations (OFAC Rules). In such a case, settlement of the IAT may be delayed or suspended, and may be terminated under applicable OFAC Rules. You also acknowledge that we may be required to place an indefinite hold on funds covered by the IAT if the IAT is required to be terminated under OFAC Rules. You agree that any such delay is permissible under the laws applicable to the availability of funds held in deposit accounts. In the event an IAT is delayed or terminated, we will provide you such notice as may be required by applicable law.

9. Foreign Checks or Drafts.

Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed in the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

10. Truth-In-Savings Disclosure. The rates and terms applicable to your account at RelyOn Credit Union ("Credit Union") are provided in this Truth-In-Savings Disclosure. We may offer other rates for these accounts from time to time. Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-In-Savings Disclosure are share accounts. The Truth-In-Savings Act allows for the change in terms of share accounts as long as 30 day advance notice is given. The Rate & Fee Schedule also sets out terms of your accounts and is hereby incorporated by reference as if fully set forth herein.

a). Rate Information.

Please see our current Rate Schedule for current Annual Percentage Yield (APY), any applicable tiers, and variable rate accounts. The Annual Percentage Yield (APY) reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for annual period. The dividend rate and Annual Percentage Yield (APY) may vary as explained in the Rate & Fee Schedule.

b). Nature of Dividends.

Dividends are paid from current income and available earnings, after required transfers to reserves at the end of the dividend period. Please refer to Rate Schedule.

c). Dividend Compounding and Crediting.

The compounding and crediting frequency of dividends and dividend period applicable to each account are stated above. The Dividend Period is the period of time at which an account earns dividend credit. The Dividend Period begins on the first calendar day of the period and ends of the last calendar day of the period.

d). Accrual of Dividends.

For all accounts, dividends will begin to accrue on deposits on the business day you make the deposit to your account.

e). Balance Information.

To open any account, you must deposit or already have on deposit at least the par value of one full share in any account. The par value of one share is \$5.00. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to some accounts are stated in the Truth-In-Savings Disclosure Account. For some accounts, there is a minimum Average Daily Balance required to earn the APY. We use the *Average Daily Balance Method* to calculate Dividends on your account, as indicated on your Rate Schedule. For accounts using the Average Daily Balance Method, dividends are calculated by applying a periodic rate to the Average Daily Balance in the account for the dividend period. The Average Daily Balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

f). Accrual of Dividends in Noncash Deposits. Dividends will begin to accrue on the business day that you deposit noncash items (e.g. checks) to your account.

g). Term Share and Certificate Accounts. The following applies to Term Share and Certificate Accounts:

Maturity. Your account will mature according to the term indicated on your certificate account disclosure, and as indicated on your account summary or statement.

Early Withdrawal; Penalties. We will impose a penalty if you withdraw any of the funds in your account before the maturity day. The amount of the penalty is disclosed on the Fee Schedule. The penalty is calculated as a forfeiture of part of the dividends that have been or would have been earned on the account, and applies whether or not the dividends have been earned. The penalty may be deducted from the principal amount of the deposit. The Annual Percentage Yield disclosed for your account is based on an assumption that dividends will remain in the account until maturity; a withdrawal will reduce earnings. Early withdrawal penalties may be permitted or reduced for IRA accounts or other accounts if applicable law allows.

Renewal Policies. Your term share account may or may not automatically renew at maturity as indicated on the Certificate Account Disclosures. If it automatically renews you will have a grace period, also indicated on the Certificate Account Disclosures, in which you may withdraw or transfer the funds without incurring an Early Withdrawal Penalty. If the account does not automatically renew, the Certificate Account Disclosures will indicate whether dividends will continue to accrue after maturity.

Additional Limitations. Additional limitations may apply to the use of your accounts in accordance with any other Agreements you may have with us, e.g., Electronic Funds Transfer Agreement, Home Banking Agreement, etc.

FACTS		WHAT DOES RELYON CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ❖ Name, address, Social Security number and income ❖ Account balances and transaction history ❖ Credit history and credit score <p>When you are <i>no longer</i> our member, we do not share your information except as permitted or required by law as described in this notice.</p>		
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons RelyOn Credit Union chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information:	Does RelyOn Credit Union share?	Can you limit my sharing?	
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, and 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	Yes	
For our affiliates' everyday business purposes – information about your transactions and experiences	No	We don't share	
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share	
For non-affiliates' to market to you	Yes	Yes	
Questions?	Call (214) 357-3328 our menu will prompt you through your choice(s) Visit us online: www.relyoncu.org Email us at: Relyonus@relyoncu.org Mail the form below		
Mail In Form	Mark any/all you want to limit:		

Name	
Address	
City, State, Zip	
Member No.	
Mail to:	RelyOn Credit Union 8989 Harry Hines Blvd. Dallas, TX 75325
What we do	
How does RelyOn Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does RelyOn Credit Union collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ❖ Open an account or deposit money ❖ Pay your bills or apply for a loan ❖ You visit our website, provide us information on any online application or transaction, or information you send to us by email ❖ Use your credit or debit card We also collect your personal information from others, including credit bureaus, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit information sharing as follows: <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 non-affiliates to market to you. State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choice will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ❖ <i>We have no affiliates</i>
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ❖ <i>We do not have any non-affiliates</i>
Joint marketing	A formal agreement between RelyOn Credit Union and a nonaffiliated financial company where we jointly market financial products or services to you. <ul style="list-style-type: none"> ❖ <i>Our joint marketing partners include insurance companies; nonfinancial providers and authorized dealers</i>