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### PRIVACY POLICY

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Contract Terms and Disclosures

1. This is a Contract between You and Your Credit Union
   a. Contract for Accounts and Services
      You understand and agree that Part 2 creates a legally binding Deposit Account Contract ("Contract") that governs your accounts and services with our Credit Union. This Part 2 explains the specific Contract terms, disclosures, responsibilities and liabilities of membership, account ownership and related services for your accounts with us. By applying for membership, opening an account, or using a service, signing or otherwise validating Part 1 of this Contract (the account form) and/or through the receipt and/or electronic availability of your periodic statement, you are agreeing to the terms, responsibilities and accompanying liabilities of this Contract, which also includes our Funds Availability disclosures, Electronic funding agreement disclosures, and any changes that we make to them from time to time, and along with the Part 1 statement, our Funds Availability disclosures, Privacy Policy. You promise that all the information you provided to us in Part 1 of this Contract is complete and true, and that your Part 1 has been completed according to your instructions, as confirmed by your signature on or validation of Part 1 of this Contract. You understand and agree that we have no obligation to rely on any other documents, unless otherwise required. In addition to providing you with excellent service, accounts and services, the essential purpose of this Contract is to fairly apportion the advantages, responsibilities and liabilities of membership, account ownership and services used by each member between that member and the Credit Union. This enables us to provide the best products and services possible, in the most cost effective manner, for the benefit of all members of our Credit Union.

b. Questions? Please Ask Us.
   Please read and keep this Contract so that you can refer to it anytime that you have a question about your membership, an account or a service. You understand and acknowledge that you can contact us anywhere we have an office, either by telephone, at our website or by using an internet-based product or service (such as family, friends, employers, professional advisors, etc.) should you have any language difficulties in reading and understanding this Contract. You should have questions or need an explanation about any matter addressed in this Contract (Parts 1 and 2), please contact us at 956-423-5792 or toll-free at 800-876-9714 during business hours and we will be happy to answer your questions.

c. Important Definitions for Your & Our Contract
   In this Contract the words “we”, “our”, and “us” mean the Credit Union and the words “you” and “your” mean you the account owner ("member" or "owner" or "trustee") according to this Contract. “You” and “your” also apply to any “agent” appointed by or acting on behalf of you to conduct transactions on the account(s), and to any “information user” appointed by or acting on behalf of you to access information about the account(s), according to this Contract.

   The word “account” means one of three types of accounts that you can own and/or can access at our Credit Union: a savings (share) account, checking (share draft) account or certificate (share certificate) account. There are a number of titles (names) for us, all of your accounts will be one of these three account types. A savings (share) account pays dividends, and is subject to limits on certain types of transactions on the account (as further explained in the Rate and Fee disclosures). A checking (share draft) account may or may not pay dividends, and most transactions are conducted by check, debit card, ATM card or by phone or online. A certificate (share certificate) account pays the highest dividends for keeping the funds in the account for a set period of time (a certain number of months), subject to a penalty if withdrawn before that set time period. All accounts that you have with us will be one of these three account types (i.e., will be a savings (share), checking (share draft) or certificate (share certificate) account).

   The words “add”, “adding”, “additions” or “additional” mean that an owner or trustee has added a new account and/or service with us under an existing account number by any means we allow (e.g., in person, by mail, phone or online) according to this Contract. When you request us to add an account and/or service, you understand that we may use and require you to sign a Part 1 account form (other form we use) to add the account and/or service, and that we may note the added account and/or service on the Part 1 account form by the word “Added” on the new Part 1 account form.

   The words “affiliated person” or “affiliated organization” means any person or organization employed by or associated with us who we request to assist us in any way with the business and affairs of the Credit Union.

   The words “add”, “adding”, “additions” or “additional” mean that an owner or trustee can access at our Credit Union: a savings (share) account, checking (share draft) or certificate (share certificate) account.

   The words “beneficiary” and “Payable on Death (POD) Payee” mean a person or an organization that an owner on a one owner account has, or the owners on a multiple owner account have, designated on an account to receive the funds remaining in an account (if any), on the owner’s death or the last owner’s death on the account.

The word “change” means to revise any information concerning an account or service, any change to an owner, agent, information user, trustee or successor trustee, concerning an account or service, or termination of a service with us according to this Contract. The word “change” also includes any change on any of your accounts or service with the exception of adding or removing an owner or trustee to or from an account or service. When you request us, or we require you, to make a change to an account or a service, or terminate a service, you understand that we may use and require you to sign an updated (revised) Part 1 account form (or other form we use), on which we may note the change and include the word “Revised” on the updated Part 1 account form.

   The word “close” used in connection with an account means to terminate an account (and likely terminate the related service(s)) with us according to this Contract. Any owner or trustee acting alone may close an account (and terminate any related service). When you request us, or we require you, to close an account (and likely terminate any related services) with us, you understand that we may use and require you to sign a Part 1 account form (or other form we use), on which we may note the closed account or terminated service and include the word “Closed” on the Part 1 account form.

   The word “fiduciary” generally means a trustee of a trust, attorney in fact for a power of attorney, guardian or conservator of a protected person, a representative of an estate, an attorney or certified public accountant for a client, or any similar relationship where one person has a responsibility to act for the benefit of another person (or for an organization, legal entity, etc.).

   The word “information user” means a person who only has the right to access information about an account and the services related to that account, but has no ownership or survivorship rights in the account or to the funds held in the account, and cannot conduct transactions on or initiate, change, add, close or terminate an account or service.

   The words “online”, “through the internet”, “available to you electronically”, “electronic availability” and “electronic notice” mean your ability to access account and service information either at our website or through an internet-based product or service we provide and to which you have agreed (e.g., secure online account and service access solutions).

   The word “organization” means a business, association or other private or government entity that is represented by people whether recognized under the law or not.

   The word “original” on your Part 1 account form means that you have opened an account by signing an initiated a service, or both. When you request us to open an account or initiate a service you understand that we may use and require you to sign a Part 1 account form (or other form we use), on which we may note the new account or service and include the word “Original” on the new Part 1 account form.

   The word “owner” means a person who has ownership rights to an account and the funds held in an account, who can conduct transactions on an account, and can initiate, change, add, close or terminate an account or service according to this Contract.

   The words “ownership and survivorship feature information” specifically refer to the number of owners on an account, and whether the funds in the account will ultimately go to an owner’s estate or to a designated beneficiary(s)/POD payee(s) on the owner’s or the last owner’s death. The ownership and survivorship features of any account are controlled solely by your most recently signed and dated Part 1 account form (or other form we use) and, to the extent applicable, to previously signed and dated prior Part 1 account form(s) and the provisions of this Part 2.

   The word “Part 1” means either our Deposit Account Contract Part 1 (DAC Part 1) account form, or our Deposit Account Contract for a Trust Part 1 (DACFAT Part 1) account form, which creates the complete deposit account contract with our Deposit Account Contract Part 2 (DAC Part 2). The word “Part 1” also refers to any other account card or other form that we use or provided and that you signed or otherwise authenticated in order to specify the ownership and survivorship features of your account(s).

   The word “Part 2” means our Deposit Account Contract Part 2 (DAC Part 2 (this document)) that creates the complete deposit account contract with either our Deposit Account Contract Part 1 (DAC Part 1) account form, or our Deposit Account Contract for a Trust Part 1 (DACFAT Part 1) account form (or other form we use). The DAC Part 2 includes our Funds Availability disclosures, Electronic Fund Transfer disclosures, Rate and Fee disclosures, Privacy Policy, our Bylaws and policies, and any changes that we make to them from time to time, and along with the Part 1 account form (or other form we use) creates the complete deposit account contract.

   The words “people” or “person” mean human beings.

   The word “Provision” refers to the twenty-nine (29) provisions of our Deposit Account Contract Part 2 (DAC Part 2 (this document)), which can be located by page number in the table of contents at the beginning of the DAC Part 2.

   The word “Section” refers to the ten (10) sections of the Deposit Account Contract Part 1 (DAC Part 1) account form, or the nine (9) sections of the Deposit Account Contract for a Trust Part 1 (DACFAT Part 1) account form. The identifying number for each section on either the DAC Part 1 or the DACFAT Part 1 can be located at the far right side of each section of both Part 1 account forms.

   The word “successor trustee” means a person who is named as a successor trustee on an individual Account C, which words held in an account opened on the DACFAT Part 1 upon satisfactory proof of his or her authority and succession to act as a trustee of the trust. Until such proof is provided to us, a successor trustee has no rights to an account or funds held in an account on the DACFAT Part 1.
The word “transaction” means 1) any action, instruction, order or request that would increase or decrease the balance in an account, or would impose a lien or security interest on funds in the account, and 2) any request for use of any service or information about the account. “Closing or termina- tion of an account” does not include adding an account or service, changing any information or an owner, agent, information user, beneficiary/POD payee, trustee or successor trustee on an account or service, or closing or terminating an account or service. You may conduct a transaction by any means that we allow, such as in person, by phone, at an Automated Teller Machine (ATM), our services that can be accessed online, or by debit card, ATM card, credit card or mail.

The word “trustee” means a person serving as a fiduciary (trustee) for a revocable or irrevocable living trust who has opened the account on our Deposit Account Contract for a Trust Part 1 (DAFAT Part 1). A trustee can conduct transactions on an account, and can initiate, change, add, close or terminate an account or service according to this Contract.

d. Right to Rely on this Contract.

You acknowledge the receipt of and agree to the terms, responsibilities and liabilities of this Contract given to you in person, downloaded from our website, and/or mailed or e-mailed to you at the address in Part 1 if provided. As explained to you in Provision 1.a, this Contract includes the Funds Availability disclosures, Electronic Fund Transfer disclosures, Rate and Fee disclosures, Privacy Policy, and any changes that we make to them from time to time. To reduce costs for all members, you agree that we may optically scan, image, film or electronically capture (as technology allows) the image of your original Part 1 and revised Part 1s as applicable (and all related forms and documents that pertain to your account(s) and services), and agree that the electronic copy of Part 1 is (and all related forms and documents are) binding on you and us. You may request a copy of any other form we use, and any related forms and documents anytime we are open for business. You further understand that you may initiate, change, add, close or terminate your accounts, services or membership with us at any time according to terms of this Contract.

For all transactions on an account or use of a service, and for any initiation, change, addition, closing or terminating of an account or service, you understand and agree that we will rely exclusively on the terms of Parts 1 and 2 of this Contract, our Bylaws, and any changes we make to these documents from time to time. Further, you understand that you may change your name to your existing account(s) and services and any additional accounts or services that you request will also be governed by Parts 1 and 2 of this Contract, our Bylaws and policies, and any changes we make to them from time to time.

When you open a savings account under an account number assigned to you by us, the ownership and/or survivorship features of the savings account apply to all your other accounts opened (added) under that account number (see Provision 4, regarding account ownership and survivorship features). If you would like to open and own one or more accounts with different ownership and survivorship features than your savings account, please tell us and we will assist you in obtaining an additional account number for the account(s), which may be opened on a new Part 1 account form (or other form we use).

Upon your request, when we allow you to open an account without completing a Part 1 account form (or other forms that we use), you agree that the ownership and/or survivorship features of the account are governed by the ownership and/or survivorship features of the account that contains account information. Further, you may call us with questions about your account(s) and services any time we are open for business. You may also be able to access information about your account(s) and services on our website. You understand that statements, notices, online access and oral responses to questions based on our data-processing system without review of your Part 1 may not include all the information about your account(s), and do not control the ownership and survivorship features of your account(s). You understand and acknowledge that only your most recently signed and dated Part 1 account form (or other form we use) and, if applicable, previously signed and dated Part 1 account form(s), controls the number of owners (agents and/or information users if any) or trustees on your account(s), and the ownership or survivorship features of the account.

In order to reduce costs and expenses for all members of our Credit Union, you agree that we may close any account, or close any account for which you have not signed a Part 1 that does not require us to refer to prior copies of Part 1 or (other form we use) for contract or compliance purposes, we may permanently destroy [i.e. shred and recycle] any prior Part 1s and/or related documents.

f. How Accounts are Titled.

Accounts are generally titled so that the name used on the account matches the Social Security Number or Employer Identification Number you have provided for the account in order to satisfy legal and data processing requirements. Upon your request, we can include a full description, explanation or any legal title you need in Part 1 of the Contract to explain the purpose of the account and/or the ownership of the funds held in the account.

2. Organization of Your & Our Contract

In Part 1 of your and our Contract (the account form), you have provided us with your information to apply for membership, selected the ownership and survivorship features for your account(s) and selected services. On Part 1 you have also certified that the Employer Identification Number (SSN) or Employer Identification Number (EIN) and address that you have provided to us are correct (or that you are exempt or that a number is not required), that you are a U.S. citizen or U.S. person, and whether or not you are subject to backup withholding. To fulfill your account and service requests, we may open one or more accounts or services, add, delete or terminate accounts and/or services, and may require you to sign a Part 1 account form (or other form we use) for any of your account and/or service requests.

This Part 2 of this Contract explains the specific terms, responsibilities and liabilities of membership, account ownership and related services with us. It is organized chronologically, starting with important terms and definitions that you should know about this Contract, followed by membership, creation or initiation of accounts and related services, account and service maintenance and change issues, and finally addresses a number of account and service closure and termination issues. Part 3 concludes with financial accounts or matters that also affect your account and services: the Funds Availability disclosures, Electronic Fund Transfer disclosures, Privacy Policy and Rate and Fee disclosures. Again, should you have questions or need an explanation about any matter addressed in this Contract (Parts 1 and 2) please contact us at 956-423-5702 or toll-free at 1-800-676-9714 during business hours and we will be happy to answer your questions.

3. Membership in the Credit Union

a. Requirements of Membership.

To become a member of our Credit Union you must be in our field of membership as described in our Bylaws or Charter and open and maintain at least one savings account with the minimum required membership savings amount, as described in the Bylaws, or otherwise required.

b. Identification, Social Security Number & Backup Withholding.

To join our Credit Union, open, own, be on an account and apply for or use a service, in addition to providing us with your current name, residential or business street (or physical) address (and, if different, your mailing address), phone number and birth date, we will require you to provide us with current government issued picture identification and a Social Security Number (SSN) or Employer Identification Number (EIN) (generically referred to as Taxpayer Identification Numbers or TINs). We will further require you to certify (confirm) for IRS reporting purposes that the SSN or EIN matches the name and address, and indicate whether you are currently subject to backup withholding and whether you are a U.S. citizen or U.S. person. To provide you with excellent service and for your and our protection, you agree that we may retain a copy or electronic image of your current government issued picture identification for identity verification for any 4) transactions or matters related to your account or services. If the IRS indicates that there is a problem with the name and number provided by you for the account on Part 1 of this Contract or otherwise notifies us, your account may become subject to backup withholding, which will require us to withhold and pay a portion of the dividends, interest or other payments to the IRS.

c. Authorization to Obtain Information.

You agree that we may check your account, employment and credit history, which includes obtaining reports from third parties and credit reporting agencies, to confirm your eligibility for membership, accounts and services we may offer.

d. Denial of Membership.

You understand that we may deny membership to anyone based on any non- prosocial reasons or basis, including but not limited to: 1) having caused us a loss, 2) harassment or abuse of our employees, volunteers, members or any affiliated person or organization, 3) having repaid a loan, 4) lack of acceptable identification, 5) previous expulsion, 6) information we obtain about you from your account, employment and credit history, or 7) for your failure to comply with any of your responsibilities under this Contract.

4. Account Ownership & Survivorship Features

Upon opening an account, you acknowledge that we have explained and that you have selected your choice for the ownership and survivorship features for that account in Part 1 of this Contract (the account form). You may open an account either by yourself, referred to as a “one owner account,” or with another person or persons, referred to as a “multiple owner account.” You may also open an account as a trustee, custodian, representative payee, attorney-in-fact, estate representative, guardian, conservator, etc., as addressed in Provisions 4. through h. that follow. When you name a successor or organization, 3) having not repaid a loss, 4) lack of acceptable identification, 5) previous expulsion, 6) information we obtain about you from your account, employment and credit history, or 7) for your failure to comply with any of your responsibilities under this Contract.

a. One Owner Accounts.

A one owner account is an account owned by you alone, which you as the account owner use during your lifetime. Upon your death, the funds in the account will go to...
your estate and can be claimed by your legal representative or claimant subject to the terms of this Contract. You understand that it is your responsibility (and not ours) to inform any person or organization that he, she or it is a benefici-
ary/POD payee on your account(s). If a beneficiary/POD payee dies before you, it is your
responsibility and not our responsibility to pay the funds in the account to the
final owner the funds in the account belong to that owner's estate and can be
deposited the funds in the account.
An owner of an account may designate a person or per-
son acting alone on an account who has not signed the Part 1 account form (or
other form we use), may conduct transactions on the account, and initiate, change, add, close or terminate the ac-
count or service, or for any transaction on the account, you agree to pay all costs and
dues of this Contract.

b. Multiple Owner Accounts
A multiple owner account is an account owned by two or more persons who possess
equal rights to conduct transactions on, initiate, change, add, close and/or terminate
the account and/or related services. Each account owner holds the funds for the exclusive right and benefit of a
minor. You, as custodian, will still be the only owner of the account.

i. Designation of Agents.
An owner of an account may designate a person or per-
sor acting alone on an account who has not signed the Part 1 account form (or
other form we use), may conduct transactions on the account, and initiate, change, add, close or terminate the ac-
count or service, or for any transaction on the account, you agree to pay all costs and
dues of this Contract.

j. Accounts Owned by Custodians for Minors Under the Uniform
Transfers to Minors Act.
You may open and own an account and related services to hold the funds of a minor (a person less than twenty-one (21) years of age) under the state's Uniform Trans-
fer to Minors Act. The account is a one owner account owned by you as the custodi-
an (unless multiple owners are allowed by state law), in which you as the account
owner-custodian hold the funds for the exclusive right and benefit of a minor. Though dividends/interest paid to the account are/is reported under the minor’s name and
deposited the funds in the account.

k. Accounts Owned by Representative Payees for Social Security Beneficiaries.
You may open and own an account and related services as a “representative payee” for a “social security beneficiary”. You understand that we may require you to prove
both your authority to act as a representative payee for the social security beneficiary

RGM Credit Union  Deposit Account Contract  Part 2

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expenses, including reasonable attorney fees, incurred for the review of your authority. You further agree that all costs and expenses of such review may be deducted from your account, and that you will be responsible for any additional amount owed according to the terms of this Contract. Alternatively, you understand and agree to recognize the authority of a person with a power of attorney, if we determine that we cannot reasonably rely on the power of attorney and/or the person claiming to be your attorney-in-fact, unless otherwise required.

iii. Designation of Information Users. An owner of an account may designate a person or persons to be an information user on the account who will be authorized to request, receive and examine all information about the account and the services related to that account. We will require you and your information user(s) to provide information about the information users(s) and will also require each information user to sign Part 1 of the Contract (the account form). An information user only has the right to request, receive and examine information about and for the account, or for the funds held in the account, and cannot conduct transactions (other than accessing information), initiate, change, add, close or terminate the account or services. If you choose to sign Part 1 of this Contract in this manner, you agree that person is an information user on the account who may access information about the account and the services related to that account. Once you have designated an information user on your account, it is your sole responsibility and not our responsibility to monitor an information user’s access to and use of account and service information, and you agree that we have no duty or responsibility to monitor, inquire about or assure that your information user’s access to or use of account and service information by your information user on the account, or assure that the access or use of that information is for your benefit. The information user’s authority to access and use account and service information will continue until we receive written notice that you have terminated the information user’s authority to access and use information. We require you to provide such notice prior to your death and have a reasonable opportunity to act on that notice. Any owner may also remove an information user from an account, though if you wish to terminate an information user’s authority to access and use account and service information, we will require you to write and we may require you to hold harmless this Contract or close the account. We have no duty to prevent an information user from accessing or using the account and service information until you have made any requested change or closed the account.

g. Accounts Owned by Trusts. You may open an account to hold the funds of your trust and be named as a trustee of our Deposit Account Contract for a Trust Part 1 (DACFAT Part 1). You understand that for IRS reporting purposes, the name that appears on Part 1 of the Contract must match the Social Security Number or Employer Identification Number provided by you to open the account (though, we will be able to write the full legal name of the trust in the special designation space or circle on the DACFAT Part 1). A person named as a trustee in the DACFAT Part 1 account form (or other form we use) has the same rights, responsibilities and liabilities as an owner of an account under this Contract to open, initiate, change, add, close or terminate an account or service. Each trustee understands that any trustee acting alone may initiate, change, add, close or terminate the account and/or a service, and that he or her signature on Part 1 of this Contract orcontinued use of an account or service (or receipt or availability of a periodic statement) confirms his or her agreement to any later initiation, change, addition, closure or termination of any account or service by any other trustee. A person who is designated as a trustee may initiate, change, add, close or terminate the account and/or a service acting alone, we may require all trustees to consent in writing to the addition or removal of any trustee. You agree that all trustees agree that we have no duty to notify any person (including but not limited to any trustee) that you have died or have a reasonable opportunity to act on that notice. Any owner may also remove a trustee from an account, though if you wish to terminate a trustee’s authority to access and use account and service information, we may require you to write and we may require you to hold harmless this Contract or close the account. If you wish to place a successor trustee or successor trustees on the account, you can include that person’s name as a successor trustee on the account, and any successor trustee may conduct transactions, initiate, change, add, close or terminate accounts and services according to this Contract. If you wish to place a successor trustee or successor trustees on the account, you can include that person’s name as a successor trustee on the account, and any successor trustee may conduct transactions, initiate, change, add, close or terminate accounts and services according to this Contract. If you wish to place a successor trustee or successor trustees on the account, you can include that person’s name as a successor trustee on the account, and any successor trustee may conduct transactions, initiate, change, add, close or terminate accounts and services according to this Contract. If you wish to place a successor trustee or successor trustees on the account, you can include that person’s name as a successor trustee on the account, and any successor trustee may conduct transactions, initiate, change, add, close or terminate accounts and services according to this Contract. If you wish to place a successor trustee or successor trustees on the account, you can include that person’s name as a successor trustee on the account, and any successor trustee may conduct transactions, initiate, change, add, close or terminate accounts and services according to this Contract. If you wish to place a successor trustee or successor trustees on the account, you can include that person’s name as a successor trustee on the account, and any successor trustee may conduct transactions, initiate, change, add, close or terminate accounts and services according to this Contract. If you wish to place a successor trustee or successor trustees on the account, you can include that person’s name as a successor trustee on the account, and any successor trustee may conduct transactions, initiate, change, add, close or terminate accounts and services according to this Contract.

You, as the owner of or as the fiduciary for the account, or as a fiduciary for the estate, understand and agree that you are only providing you with an account to hold funds for, and are not assisting you with or advising you about, the estate, memorial, guardianship, conservatorship or other fiduciary, legal or court ordered purpose. Further, you agree that the owner or as the owner of the owner of or as the fiduciary for that estate, memorial, guardianship, conservatorship or other fiduciary, legal or court ordered purpose agrees that we are fully responsible for fulfilling the duties and responsibilities of that estate, guardianship, conservatorship or other fiduciary, legal or court ordered purpose, and that we may rely exclusively on the terms of Parts 1 and 2 of this Contract. Your authority to transact business with us as the account owner or as a fiduciary will remain in full force until we receive a court order or notice from lawful authority indicating otherwise. Any notice will not affect any checks, drafts or items in process at the time notice is given. You, as the owner or the fiduciary, will notify us of any change that affects the account. You warrant that all actions you take regarding the account will be for the sole benefit of the person or purpose you are acting on behalf of. You agree we may rely upon these representations and will have no duty to examine such authorizing documents for compliance or inquire as to the powers and duties of you or any fiduciary, and have no notice of any breach of fiduciary duties by you or any other fiduciary unless we have actual notice of wrongdoing. You acknowledge that we will not be liable for any losses due to your failure to notify us of any unauthorized acts of any fiduciary or changes to the relationship between a fiduciary and the person or purpose he or she is acting on behalf of. You agree that any fiduciary will indemnify and defend us and hold us harmless from any loss, damage, claim or liability as a result of unauthorized acts of a fiduciary upon which we rely prior to any actual notice of any change that affects the account. You understand that we may require any person associated with the account, including a fiduciary, to sign a statement acknowledging the obligation to indemnify and defend us against and hold us harmless from any loss, damage, claim or liability as a result of unauthorized acts of a fiduciary upon which we rely prior to any actual notice of any change that affects the account. You understand that we may require any person associated with the account, including a fiduciary, to sign a statement acknowledging the obligation to indemnify and defend us against and hold us harmless from any loss, damage, claim or liability as a result of unauthorized acts of a fiduciary upon which we rely prior to any actual notice of any change that affects the account. You understand that we may require any person associated with the account, including a fiduciary, to sign a statement acknowledging the obligation to indemnify and defend us against and hold us harmless from any loss, damage, claim or liability as a result of unauthorized acts of a fiduciary upon which we rely prior to any actual notice of any change that affects the account. You understand that we may require any person associated with the account, including a fiduciary, to sign a statement acknowledging the obligation to indemnify and defend us against and hold us harmless from any loss, damage, claim or liability as a result of unauthorized acts of a fiduciary upon which we rely prior to any actual notice of any change that affects the account. You understand that we may require any person associated with the account, including a fiduciary, to sign a statement acknowledging the obligation to indemnify and defend us against and hold us harmless from any loss, damage, claim or liability as a result of unauthorized acts of a fiduciary upon which we rely prior to any actual notice of any change that affects the account.
request our help in making such a change) all access to an account or service or trans-
actions conducted by that person with the password, code, PIN or other security identi-
fying number is/are authorized. You agree that we may disregard all information on a 
check, including any information you add to your signature, the check number and the information contained in the Magnetic Ink Character Recognition (MICR) line at 
the bottom of the check, which contains your account number, amount of check and 
check number.

b. Transaction Options & Required Forms.
You may conduct transactions on your account by any means we permit, including 
in person, by mail, by telephone, by automatic teller machine (ATM), through 
the Federal Reserve system, or through electronic transfers through the National 
Automated Clearing House (ACH). Your account is subject to our standard 
verification procedures and the Rules. All transactions conducted by that person with 
the password, code, PIN or other security identifying number is/are authorized. 
You agree that you may disregard all information on a check, including any informa-
tion you add to your signature, the check number and the information contained in 
the Magnetic Ink Character Recognition (MICR) line at the bottom of the check, 
which contains your account number, amount of check and check number.

iii. Account Transaction Volume Limitations. 
We may limit the number of items 
deposited and the frequency of deposits and other transactions that you can make 
each day to your account(s). The date we use to determine the number of transactions 
is the date a transaction is completed by us, rather than the date you initiate the 
transaction. Should the transactions on your account exceed the limitations we 
set forth in this Section, we may refuse or reverse, in whole or in part, any future 
transfers be authorized in writing. When you initiate a wire transfer, you may identify either

iv. Limits on ATM Transactions. 
For your and our protection, we may limit the amount of cash withdrawals at 
automated teller machines (ATMs). Our current limit on ATM cash withdrawals is 
limited to two (2) $200 per day.

6. Your Checking Account
a. Checks You Write on Your Account, Completion of Checks & 
Your Check Register.
When you write a check drawn on your account, in addition to writing in your payee's 
name and completing the numerical and written amounts sections of the check and 
signing your name, it is also important that you draw a line after both the payee's 
name and after the written amount sections of the check to protect yourself against 
any unauthorized alterations. A line must be drawn by hand or by an automatic 
depositing device. A line drawn by any other means, including typewriter or 
computer, is not sufficient to protect your check from unauthorized alterations. 
Similarly, any line or other marking that identifies the check as your check must be 
completed by us, rather than the date you initiate the transaction. If you exceed 
these limitations in any calendar month, we can refuse or reverse the trans-
fer, close your account, and charge a fee as stated in the Rate and Fee disclosures.

Transactions that are not covered by these limitations include 1) transfers from your 
account to pay a loan with us, and 2) transfers to your other accounts with us or 
with third parties. In addition, you may withdraw funds by check and any 
printing of amounts on your account, that we are not finally and ultimately paid (do not receive final settlement) 
will not be responsible for any resulting wire transfer losses, delays or failed transac-
tions. We (and other institutions) may rely on the account or other identifying number you give as the proper identifying number.

The date we use to determine the number of transactions 
is the date a transaction is completed by us, rather than the date you initiate the 
transaction. Should the transactions on your account exceed the limitations we 
set forth in this Section, we may refuse or reverse, in whole or in part, any future 
transfers be authorized in writing. When you initiate a wire transfer, you may identify either

For your protection, you agree to use our check forms provided by our authorized vendor. You understand that your use of our vendor provided check forms is subject to the following limitations: 1) the forms assist us in determining that it is your check written by 

b. Use of Our Check Forms.
For your and our protection, you agree to use our check forms provided by our 
authorized vendor. You understand that your use of our vendor provided check forms is subject to the following limitations: 1) the forms assist us in determining that it is your check written by 

© 2014 Farleigh Wada Witt. All rights reserved.
c. Lost or Stolen Checks? Notify Us Immediately!
If your checkbook, a box of checks or any individual check is lost or stolen, contact us immediately at 956-423-5792 or toll-free at 800-676-9714. The sooner you contact us, the less liability you will have for unauthorized checks, drafts, orders or other items on your account. You authorize the signature, completion and payment of that check, and agree that you will take responsibility for and address the matter to recover any loss for payment of the check with the family member, friend or employee. You understand and agree that, like each member of our Credit Union, are is it your responsibility to address the signed check with your family member, friend or employee, rather than imposing the expense of resolving the matter on all members of the Credit Union.

d. Our Use of Automated Collection & Payment Processes.
You understand that we use automated collection and payment processes and procedures, so that we can process the greatest volume of checks, drafts and items in the most cost effective manner for the benefit of all members. These automated processes and procedures rely on and can only recognize information that is written (encoded) in the Magnetic Ink Character Recognition (MICR) line at the bottom of the check, draft or item which contains your account number, amount of check and check number. So that we may achieve these cost efficiencies for all members, we agree that when you pay or take a check, draft or item for deposit and collection that we may disregard all information on the check, draft or item other than the drawer's signature, the identity of the financial institution that holds the account the check, draft or item is drawn on, the amount of the check, draft or item and the information encoded in the MICR line, whether or not that information is consistent with other information on the check, draft or item. You also agree that we do not fail to use ordinary care in paying any check, draft or item without physically or visually examining checks, drafts or items.

e. Signatures by Family Members, Friends & Employees.
If a family member, friend or employee writes a check drawn on your account payable to any person, organization or corporation, you authorize the signature, completion and payment of that check, and agree that you will take responsibility for and address the matter to recover any loss for payment of the check with the family member, friend or employee. You understand and agree that, like each member of our Credit Union, are is it your responsibility to address the signed check with your family member, friend or employee, rather than imposing the expense of resolving the matter on all members of the Credit Union.

f. Conversion of Checks to Electronic Fund Transfers.
In some circumstances, a person, merchant or other organization can convert your check to an electronic fund transfer (EFT), thereby converting your check (including the standard check routing and serial number) to an electronic fund transfer (EFT) and debit your account. The conversion of your check to an EFT is covered by this Contract and our Electronic Fund Transfer disclosures, which are part of this Contract and are provided in this Part 2. You agree to our conversion of your check to an EFT and debit your account just as we do and, in addition, agree that when we pay or take a check, draft or item drawn on your account, we may pay those checks, drafts or items in any order. If you write or order checks, drafts or items drawn on your account, you should be aware that we may not be able to process your checks, drafts or items if your checkbook or checking account has insufficient funds and we may pay those checks, drafts or items drawn on your account in any order. If you write or order checks, drafts or items drawn on your account, you should be aware that we may not be able to process your checks, drafts or items if your checkbook or checking account has insufficient funds. If we do not pay your check generally any person in possession of the check has up to three (3) years or more to sue for the full amount of the check (which may include interest and expenses). You may not want us to pay your outstanding check.

2. Stop Payment Orders on Your Checks.
You may notify us and place a stop payment order on that check as explained in Provisions 6. To assist you when you want or need your checks and Electronic Fund Transfers (EFTs) paid we may provide you with check overdraft payment protection programs. If you qualify for one or more of these programs and we agree to provide the service to you, we will pay your checks and EFTs that are drawn on your account. If a check or EFT drafts or items or those checks, drafts or items will be handled according to the order of priority (which may be different for signature, completion and payee, and the identity of the financial institution that holds the account the check, draft or item is drawn on, the amount of the check, draft or item and the information encoded in the MICR line, whether or not that information is consistent with other information on the check, draft or item). If your check is presented electronically it will either not contain the date and our routing number or the date and/or our routing number may not be encoded in the MICR line, whether or not that information is consistent with other information on the check, draft or item. If your check is presented electronically, you authorize us to pay your checks and EFTs in accordance with the date and information shown on the check, draft or item as presented. You agree that the date and information encoded in the MICR line is the acceptable information, and we may disregard all other information on the check, draft or item other than the date and routing number encoded in the MICR line.

3. Dates on Checks.
When you write a check, you agree that we may pay the check regardless of the date or language restricting payment to certain periods of time ("stale dated" or "void dated"). You authorize the signature, completion and payment of that check, and agree that you will take responsibility for and address the matter to recover any loss for payment of the check with the family member, friend or employee. You understand that you may notify us and place a stop payment order on that check as explained in Provisions 6.

i. Account & Lending Overdraft Payment Programs.
To assist you when you want or need your checks and Electronic Fund Transfers (EFTs) paid we may provide you with check overdraft payment protection programs. If you qualify for one or more of these programs and we agree to provide the service to you, we will pay your checks and EFTs that are drawn on your account. If a check or EFT drafts or items or those checks, drafts or items will be handled according to the order of priority (which may be different for signature, completion and payee, and the identity of the financial institution that holds the account the check, draft or item is drawn on, the amount of the check, draft or item and the information encoded in the MICR line, whether or not that information is consistent with other information on the check, draft or item). If your check is presented electronically it will either not contain the date and/or our routing number or the date and/or our routing number may not be encoded in the MICR line, whether or not that information is consistent with other information on the check, draft or item. If your check is presented electronically, you authorize us to pay your checks and EFTs in accordance with the date and information shown on the check, draft or item as presented. You agree that the date and information encoded in the MICR line is the acceptable information, and we may disregard all other information on the check, draft or item other than the date and routing number encoded in the MICR line.

ii. General Overdraft Payment Program.
If you own a checking account and are in good standing, you may use our courtesy overdraft program, which allows you to overdraft your account up to a limit of $300. To be in good standing requires that you own your checking account for a period of twelve (12) months or longer, be at least 18 years of age or older, and to have not caused us a loss. If you qualify, we may pay your overdrafts up to the amount allowed and charge you a fee as stated in the Rate and Fee disclosures. Transfers from your account(s) to your checking account are covered by this Contract and our Electronic Fund Transfer disclosures (which are parts of this Contract and are provided in this Part 2), whereas transfers from a loan to your checking account are governed by a separate loan agreement. You agree that we may apply funds deposited to your account(s) to your outstanding overdrafts and fees, regardless of the source, which specifically includes directly deposited government entitlements or benefits such as social security deposits.
overdraft and insufficient funds terms of this Contract, or paid under one of our check overdraft programs if applicable.

1. Insufficient Funds to Pay a Check.
If the funds in your checking account are not sufficient to pay checks, drafts or other items presented and drawn on your account, those checks, drafts and items will be returned without any further notice to you. We may use stops, orders and other available means of preventing the payment of checks or drafts for insufficient funds. We may mail notices to you advising you of the existence of insufficient funds in your account, and return a check, draft or item drawn on an account with insufficient funds, your account will be charged a fee for the dishonored and returned check, draft or item as stated in the Rate and Fee Disclosures. You also understand and agree that we are not liable if we refuse to pay a check, draft or item drawn on your account and return it when non-payment occurs as result of your changing your account for any obligation you owe us. Finally, if we are repeatedly presented with checks, drafts, items or transfers drawn on your account for insufficient funds, we may consider that account abuse and may close your account under this Contract.

m. Non-Member Presenters of Checks.
For both your and our protection and to cover costs incurred by all members for the presentment of checks over-the-counter by non-members, you understand that we may require any non-member presenting a check drawn on your account to provide both his/ her signature and address and a guarantee of funds from a bank, bank discount house, insurance company, other financial institution or other significant entity. You agree that we will pay a check, draft or item that will overdraw your account in the future. If we pay a check, draft, item or transfer that would overdraw your account, you agree to repay us the amount of that paid check, draft, item or transfer and any fee for that service immediately or at the latest pursuant and at our discretion, we have the right to refuse to provide you with any further extensions of credit and return a check, draft or item drawn on an account with insufficient funds, your account will be charged a fee for the dishonored and returned check, draft or item as stated in the Rate and Fee Disclosures. You also understand and agree that we are not liable if we refuse to pay a check, draft or item drawn on your account and return it when non-payment occurs as result of your changing your account for any obligation you owe us. Finally, if we are repeatedly presented with checks, drafts, items or transfers drawn on your account for insufficient funds, we may consider that account abuse and may close your account under this Contract.

n. Right to Refuse Payment for Fraud or Illegibility.
For your and our protection, you agree that we may refuse to honor any check, draft, order, item or instruction if we believe any signature, instruction, provision, item or the form itself is not genuine or is altered or that is illegible or written in a language other than English. You acknowledge that our non-payment or non-acknowledgment under any of these circumstances is not only beneficial to you because it protects your funds and business and is also not wrongful. Alternatively, if we believe that your check is subject to fraud and that the presenter is the perpetrator of the fraud, you agree that for your and our protection we may retain the check to determine if the check is fraudulent, and if so the identity of the perpetrator of the fraud. Further, you agree that such retention protects you and us from incurring a loss on your account and that such retention is not wrongful. Finally, if we believe that your check is subject to fraud and that the presenter is not the perpetrator of the fraud, you agree that for your and our protection we may note on the check the type of fraud before returning the check to you.

7. Deposits to Your Account
a. Summary of Our Service.
You understand that when we take checks, drafts or items that you wish to deposit that are not drawn on us, we are providing you a service in that we are saving you the time and expense of having to travel to member institutions to pay the check and that such non-payment is not wrongful. For both your and our protection, checks presented after our 2:00 p.m. cut off hour may be treated as if presented on the next business day that we are open.

b. How You Can Deposit Funds.
We may accept checks, drafts and other items for deposit into any of your accounts. Checks deposited should be endorsed by you for your protection, though we may allow you to deposit them without your endorsement. If the account is a multiple owner or multiple trustee account each owner or trustee may endorse checks for one another. For your and our protection, you and the other owners of the account may request that we may require you to carry out specific endorsement requirements for business, insurance or government checks before taking those checks for deposit. For checks that are not drawn on us, we require that you and we may require the check to be endorsed in person by everyone required to endorse the check at our branch or we may require a substitute check or similar item that you have created. If the account is a multiple owner or trustee account each owner or trustee may endorse checks for one another. We may accept checks, drafts and other items for deposit into any of your accounts. Checks deposited should be endorsed by you for your protection, though we may allow you to deposit them without your endorsement. If the account is a multiple owner or multiple trustee account each owner or trustee may endorse checks for one another. For your and our protection, you and the other owners of the account may request that we may require you to carry out specific endorsement requirements for business, insurance or government checks before taking those checks for deposit. For checks that are not drawn on us, we require that you and we may require the check to be endorsed in person by everyone required to endorse the check at our branch or we may not be able to accept the check for deposit.

c. How to Endorse Your Check.
When you receive a check made payable to you and wish to deposit that check in your account with us, we recommend that you endorse (sign) the back of the check with the words “For Deposit” and then sign your name beneath that language and, beneath your signature, write your account number. Endorsing the check in any other manner may risk your check not being credited for the check. You understand that you may deposit any substitute check or similar item that you have created or for which no financial institution has provided the substitute check warranties and indemnity. If you do so, you agree to indemnify us for all losses that we incur in connection with the substitute check or item. You further agree not to deposit any substitute check without our consent. When you endorse a check please make sure that your signature goes on the back of the check at the top edge (and should be no more than one and one-half (1½) inches from the back top edge of the check). Typically you will see a pre-printed space at the top of the back of the check with lines where you should sign your name (endorsement), sign your account number and add a remark that language for markings within or outside of the designated endorsement amount. Print (preferable black ink) to endorse your checks. You should also write your account number below the endorsement and, if available, use our deposit slips and envelopes when making your deposit. You agree that you are responsible for any losses for a check you deposit if you do not use a dark permanent ink when endorsing the check.

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f. Acceptance of Checks for Deposit Is a Service to You. In handling checks, drafts, items or money for deposit or collection, you understand that we are providing a service in that we are saving you the time and expense of having to take the checks, drafts or items to the institution they are drawn on and present them for collection. We will use reasonable efforts to provide this service of assisting you in collecting payment for the deposited check, draft or item, you understand and agree that we act only as your agent, and assume no responsibility for the check, draft or item beyond that of the use of ordinary care. We are not responsible for any errors caused by mail延误 or a failure of mail to be delivered. (For example, an automated teller machine that is not at a branch) until we actually receive the deposited item or money. We are not liable for the negligence or default of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence in handling your deposits. We are a depository, and may do so without notice to you, regardless of when the original deposit took place. If you withdraw any or all of the funds erroneously deposited to your account, you agree that you are obligated to reimburse us for the amount of the erroneous deposit or credit, and any costs and fees as stated in this Contract and its Rate and Fee disclosures.

k. Deposits Not Paid and Returned & Claims on Deposits. If you make deposits at a night depository, you agree to use any special bag or container that we may require. You will be liable for any damage to the night depository or any costs and fees as stated in this Contract. If you file for bankruptcy and we are simply in possession of the container (i.e., a Saturday, Sunday or holiday, whereupon your deposit will be credited to your account. Additionally you should be aware that all deposits according to the instructions you have given us. You understand that we have a 5:00 p.m. cut off hour to accept deposits. This means that all deposits received after our end of business day, which is 5:00 p.m., on a Saturday, Sunday or holiday, whereupon your deposit will be credited to your account on the next business day we are open. Deposits made by you at unstaffed facilities for example, an automated teller machine that is not at a branch) will be credited to your account on the day funds are removed and processed by us. Deposits of coin or currency will not be finally credited until we have counted the deposit and confirmed the amount. If there is a discrepancy between the amount shown on the deposit slip and the amount we count, we will send a notice of the discrepancy to you in the mail or, if you have so requested, make the notice available to you electronically. Credit to your account for funds deposited is conditional (provisional) until we are finally and ultimately paid (i.e., when we receive final payment). Checks, drafts or items drawn on an institution or organization located outside the United States are handled on a collection basis only and, if accepted for deposit, the deposited funds will likely be held for an extended period of time. You understand that we access night depositories only once on each business day that we are open for business. Bags or envelopes placed into the night depository before we access it are processed on that business day. Bags or envelopes placed into the night depository after we access it are processed on the next business day. Night depositories are opened and items placed in the depository are removed and processed by us on the presence of two (2) of our employees or affiliated persons. The contents of each envelope or bag are counted, and we will issue a credit to the account specified on the deposit ticket accompanying the deposit for the amount of the deposit as indicated by our count. The check is processed in the night depository (i.e., we are simply in possession of the container) until we have opened the containers, verified the contents, and credited the contents to your account or returned the bag and contents to you. You acknowledge that our count of any deposit placed into the night depository is for the purpose of determining the contents of a bag or envelope placed in the depository. We will use reasonable efforts to notify you of any difference in the amount of the deposit as we counted it and the amount shown on the deposit ticket. However, we will not be liable for any delay or failure to notify you of any difference in the amount counted and the amount on the deposit ticket. No deposit is considered to have been made until we have removed it and processed it as explained in this Contract, and a credit has been issued to your account. You understand and agree that the procedures explained in this Contract are commercially reasonable, and that if we follow these procedures, we are not handling anything that is damaged or altered in the normal course of business.

j. Erroneous Deposits to Your Account. If a deposit or other credit is made in error to your account that you are not entitled to (whether by check, cash, automated clearing house transfer, wire transfer or otherwise), you understand that we may debit your account for the amount of the erroneous deposit, and may do so without notice to you, regardless of when the original
a on and/or a crime or potential crime is committed concerning your account(s), service(s) or transaction(s), you agree to cooperate with any person and/or organization with a business or law enforcement interest in the loss and/or crime or potential crime in the enforcement of rights and/or the prosecution associated with the loss and/or crime or potential crime. You further understand and agree that your rights to continue to use your account(s), service(s) and retain your membership may be conditioned upon your cooperation with any person and/or organization with a business or law enforcement interest in the loss and/or crime or potential crime. You acknowledge that your rights to use your account(s) and service(s) and retain your membership with us may be conditioned upon your fulfilling these requirements.

12. Membership, Account, Service & Transaction Information

Only an owner, agent, information user or trustee specifically named on an account is entitled to and can access information concerning membership, the account, a service or a transaction related to the account. If there are multiple owners, agents, information users or trustees on an account, any owner, agent, information user or trustee may obtain or consent to the release of all information about membership, the account, a service or a transaction pertaining to that account. You understand and agree that you will be charged a research fee for any time spent by us addressing your information request concerning your account or related services, as stated in the Rate and Fee disclosures.

We will not release your information to anyone without your consent unless they present us with a valid subpoena, summons, search warrant or court order (and potentially provide us with a certificate of deposit in connection with a court order to prove to us that the disclosure of your information is permissible under federal and state law). You understand and agree that you may be charged a research fee for any time spent by us addressing your request for information, you agree to pay all costs and expenses, including reasonable attorney fees, incurred for the review of that documentation. You further agree that all costs and expenses of such review may be deducted from your account, and that you will be responsible for any additional amount owed according to the Contract.

In the event we incur a loss on and/or a crime or potential crime is committed concerning your account(s), service(s) or transaction(s), you agree to cooperate with any person and/or organization with a business or law enforcement interest in the loss and/or crime or potential crime in the enforcement of rights and/or the prosecution associated with the loss and/or crime or potential crime. You further understand and agree that your rights to continue to use your account(s), service(s) and retain your membership may be conditioned upon your cooperation with any person and/or organization with a business or law enforcement interest in the loss and/or crime or potential crime, unless otherwise required. To protect you and all other members of the Credit Union, if a crime or potential crime is committed against you and/or us pertaining to your accounts, loans or any related account or loan service you have with us, we will make reasonable and appropriate efforts to identify the person(s) responsible for the crime or potential crime. You acknowledge that your rights to use your account(s) and service(s) and retain your membership with us may be conditioned upon your fulfilling these requirements.

Finally, you understand and agree that if you are ever obligated to repay us for any loss, expenses, fees, charges and/or liability in connection with your accounts, loans or any related account or loan service you have or had with us, that we may share your information with any affiliated person or organization (including collection agencies or attorneys) assisting us with the collection of your obligation, whether or not you are still a member of the Credit Union.

### a. Part 1 Controls Account Ownership & Survivorship Features

Depending on the accounts and related services you have selected, we may provide you with periodic statements and maturity notices that contain account information. Further, you may call us with questions about your account(s) and services any time we are open for business. You may also be able to access information about your account(s) and services online. You understand that statements, notices, online access and questions based on our data-processing system may not include all of the information about your account(s), and do not control the ownership and survivorship features of your account(s). You understand and acknowledge that only your most recently signed and dated Part 1 account form(s) as applicable, controls the number of owners (agents and/or information users if any) or trustees on your account(s), and whether the funds in the account(s) will ultimately go to an owner’s estate or to a designated beneficiary.

For that reason, you should keep a copy of your most recently signed and dated Part 1 account form (or other form we use) in addition to previously signed and dated Part 1 account form(s), as applicable, to determine the ownership and survivorship features of your account(s). To confirm the specific ownership and survivorship feature information of any account with us, please request us to refer to and provide you with a copy of your most recently signed and dated Part 1 account form (or other form we use) in addition to previously signed and dated Part 1 account form(s) as applicable) for that account.

### 13. All Accounts are Non-Negotiable, Non-Assignible & Non-Transferable

Your accounts with us are non-negotiable, non-assignable and non-transferable to another person or organization, which means that you may not endorse, negotiate, transfer, secure or pledge any of your accounts to a person or organization other than us for your personal use and convenience, unless you have previously signed and dated Part 1 of this Contract (the account form), he or she will be denied access to the account unless otherwise required.

### 14. Notice by us to You & Notice by You to us

For the benefit of all our members and the Credit Union in general, you understand and agree that the terms of this Contract may be changed from time to time. We will notify you of any changes to terms, rates and fees that affect your accounts and services as stated in the Rate and Fee disclosures or on our website. You acknowledge that you can obtain the most recent version of Part 2 of this Contract and all our disclosures by contacting us during business hours or at any time from our website at www.rgvcu.coop. Written notice that we provide to you is effective when sent to you at the address provided by you in Part 1, Section 1 of the Contract (or any updated address reflected in our records) or any electronic notice to which you have consented. We rely on the information that you provide to us in Part 1 of this Contract for all your transactions and actions taken on your account, and you agree that we may communicate with and contact you at all addresses, phone numbers and e-mail addresses provided by you as stated in the Rate and Fee disclosures. If you do not receive or cannot access your periodic statement, you agree to notify us at 956-423-5792 or toll-free at 800-676-9714 during business hours and we will be happy to answer your questions. Though all changes we make to this Contract are beneficial to and/or are in the best interests of all members of the Credit Union, in the event you do not want to be conditioned upon this change, you agree to notify us within fourteen (14) calendar days of the time you regularly receive or access your statement to allow both you and us to avoid and reduce losses on your account(s). You further agree that if your statement is conditioned upon all purposes, that you will have no liability to us for any transaction on your account(s) unless you notify us within the time periods for unauthorized transactions, errors or irregularities as explained in this Contract.

When you write a check drawn on your account and the check is paid, we own and retain the original of the check, though we will make a copy of the check available to you upon request for a fee as stated in the you in Part 1 of this Contract. You acknowledge that both your statements and copies of your checks are made available to you on the date the statement is mailed to you if you, or if you have such received, when we make the statement available to you electronically online. You agree to keep a copy of your original check in order to verify its validity when it is paid. If you request us to provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check, sufficient copy or substitute check.

### b. Your Responsibility to Look at Your Statement for Errors & Fraud

It is your responsibility to look at every statement and notify us of any and all unauthorized transactions, errors or unauthorized uses or disclosures. You may require us to confirm your notification in writing and assist us in addressing the transaction, error or problem. You are liable for any altered, forged, unauthorized or unsigned check, draft or item drawn on your account if: 1) you do not notify us within thirty (30) calendar days after the mailing of the statement containing the notice of any altered, forged, unauthorized or unsigned check, draft or item; or 2) someone could not reasonably detect the alteration or forgery, such as the unauthorized use of facsimile signatures. You assume this liability because you should review the statement of the account as promptly as possible. We will notify you in the best position to detect any altered, forged, unauthorized signature or unsigned check, draft or item drawn on your account. As explained in Provision 8.a., you can determine an unauthorized amount, because the amount of the check on your statement (if offsetting your current balance) does not match the amount of the check you recorded in your check register.

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you can identify forged drawer’s signatures on checks, counterfeit checks and una-
authorized remotely created checks or drafts, because there is a check number on your
statement (if accessing your account online, a check number or an image of the check drawn on your account) for any check that you did not know you would see. You will
know the checks, drafts or items that you have authorized as well as the amounts you
authorized and can compare the information provided on your statement with your
register or records. You agree that our retention of your checks, drafts or items does not
affect your responsibility to look at your statements and notify us of any and all
unauthorized transactions, errors or irregularities within the time limits explained in
this Contract or as otherwise required.

As explained in our Electronic Fund Transfer disclosures, if your statement shows
electronic fund transfers (EFTs) that you did not make, you must notify us within
sixty (60) calendar days after the statement was mailed to you to avoid responsibility for
unauthorized EFTs.

16. Changes to this Contract
You may change and/or add to your one owner or one trustee account and related
services at any time by contacting us and upon our request completing a new Part 1 of
this Contract. You may change and/or add to your multiple owner or multiple trus-
tee account and related services at any time by contacting us and upon our request
completing a new Part 1 of this Contract, with the exception of adding or removing
an owner or whereupon all owners or trustees must sign a new Part 1 of this Con-
tract agreeing to the change. You understand that when you remove an owner,
agent, or trustee it is your responsibility to change (or request our help in changing)
your password, code, Personal Identification Number (PIN) or any other security iden-
tifying number for all your accounts and services to prevent a removed owner, agent
or trustee from accessing an account or service or conducting a transaction. You agree
that until you make such change (or request our help in making such a change) all
access to your account or service or transactions conducted by that person or any agent
that has his or her signature on Part 1 of this Contract or continued use of an account
or service, confirms his or her agreement to any later initiation, change, addition,
closure or termination of an account or service by any other owner or trustee on the
account, or, if we remove an owner, trustee or change your account, information user,
agent, information user, successor trustee, fiduciary, drawer, endorser, borrower,
agent, information user, successor trustee, fiduciary, drawer, endorser, borrower,
guarantor or any other capacity, we may have a lien on your account as permitted by
applicable law and you grant us a contractual security interest in any and all funds in
your account(s) or for information concerning you or the account(s); or 2) any claim made by you for any transaction that is determined to be authorized,
unless otherwise prohibited, all legal actions are secondary to our contrac-
tual security interest and statutory lien rights in your account. You understand
and agree that you will be charged a research fee for any time spent by our employees
in the process of accessing your account(s) or for information concerning you or
the account(s); or 2) any claim made by you for any transaction that is determined to be authorized,
unlawful or illegal, or if you are found to be in any way generally or specifically
in violation of rights against you to recover all and all outstanding obligations or indeb-
tedness owed to us.

20. Legal Action Against Your Account for Funds or Information
If your account is subject to legal action, such as levy, garnishment, attachment or
other court order, we may pay out funds from your account according to that legal
action or order or pay directly to the person or organization that has a "full payment" legend (such as "Paid in Full") or other language intended to repay in full any of your outstanding obliga-
tions to us must be presented by you in person to an officer of our Credit Union (and
must be for the full balance you are obligated to repay us, including principal, inter-
est and all accrued fees and expenses, including reasonable attorney fees and court
and other actual and necessary costs of such action) and from that date forward you
understand and agree that you will be charged for any research fees or service fees
in connection with such action and a legal action to enforce or interpret any of the terms, responsibilities or liabilities of this Contract, you and the Credit Union agree that the successful party is entitled to payment by the losing party for any collection costs incurred by either party or collec-
tion agency, and to reasonable attorney fees and costs, including those incurred on
any appeal, bankruptcy proceeding and post-judgment action, unless otherwise lim-
ited.

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17. Exceptions to this Contract
To provide you with the best service possible, and when it serves the best interests
of all members of our Credit Union, you agree that we may make exceptions to
the provisions of this Contract agreeing to the change. You understand that when you remove an owner,
agent, or trustee it is your responsibility to change (or request our help in changing)
your password, code, Personal Identification Number (PIN) or any other security identi-
tifying number for all your accounts and services to prevent a removed owner, agent
or trustee from accessing an account or service or conducting a transaction. You agree
that until you make such change (or request our help in making such a change) all
access to your account or service or transactions conducted by that person or any agent
that has his or her signature on Part 1 of this Contract or continued use of an account
or service, confirms his or her agreement to any later initiation, change, addition,
closure or termination of an account or service by any other owner or trustee on the
account, or, if we remove an owner, trustee or change your account, information user,
agent, information user, successor trustee, fiduciary, drawer, endorser, borrower,
agent, information user, successor trustee, fiduciary, drawer, endorser, borrower,
guarantor or any other capacity, we may have a lien on your account as permitted by
applicable law and you grant us a contractual security interest in any and all funds in
your account(s) or for information concerning you or the account(s); or 2) any claim made by you for any transaction that is determined to be authorized,
unless otherwise prohibited, all legal actions are secondary to our contrac-
tual security interest and statutory lien rights in your account. You understand
and agree that you will be charged a research fee for any time spent by our employees
in the process of accessing your account(s) or for information concerning you or
the account(s); or 2) any claim made by you for any transaction that is determined to be authorized,
unlawful or illegal, or if you are found to be in any way generally or specifically
in violation of rights against you to recover all and all outstanding obligations or indeb-
tedness owed to us.

20. Legal Action Against Your Account for Funds or Information
If your account is subject to legal action, such as levy, garnishment, attachment or
other court order, we may pay out funds from your account according to that legal
action or order or pay directly to the person or organization that has a "full payment" legend (such as "Paid in Full") or other language intended to repay in full any of your outstanding obliga-
tions to us must be presented by you in person to an officer of our Credit Union (and
must be for the full balance you are obligated to repay us, including principal, inter-
est and all accrued fees and expenses, including reasonable attorney fees and court
and other actual and necessary costs of such action) and from that date forward you
understand and agree that you will be charged for any research fees or service fees
in connection with such action and a legal action to enforce or interpret any of the terms, responsibilities or liabilities of this Contract, you and the Credit Union agree that the successful party is entitled to payment by the losing party for any collection costs incurred by either party or collec-
tion agency, and to reasonable attorney fees and costs, including those incurred on
any appeal, bankruptcy proceeding and post-judgment action, unless otherwise lim-
22. Our Responsibility for Errors
If we do not properly perform a transaction according to the terms of this Contract, we may be liable to you for losses up to the amount of the transaction (unless otherwise required). We will not be liable for: 1) your account having insufficient funds to complete a transaction; 2) losses that result from your negligence or the negligence of others; 3) your failure to follow any time limits as explained in this Contract; 4) circumstances for which you are responsible or circumstances that prevent from performing the transaction (such as power failures, closures due to storms or other emergencies); or 5) any losses caused by your failure to follow any term of this Contract. Our actions will constitute the use of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules and general banking practices followed in the area serviced by us. As a result of a request or an order by you, should we ever disburse a greater amount of funds based on your request or order to any person or organization that you know (e.g., relative, friend, employee, business associate, creditor, etc.), you agree to assist us in recovering our funds, including participation in litigation and prosecution.

Finally, based on your relationship with your family members, friends and/or employees you agree that if a family member, friend or employee conducts a transaction on your account or through a related service we have provided you, you authorize the transaction and you will be responsible for and address the transaction, recover any loss for the transaction with the family member, friend or employee. You understand and agree that, like each member of our Credit Union, are in the best position to control, prevent and subsequently address the transaction with your family member, friend or employee, rather than imposing the expense of resolving the matter on all members of the Credit Union.

23. Accounts Determined Inactive
Should any of your accounts have a balance less than the minimum balance required by this Contract and specifically explained in the Rate and Fee disclosures, and you have not used our products or services that would exempt your account from our fees, policies, we may consider your account inactive. Should we consider your account inactive, we may charge an account inactivity fee as stated in the Rate and Fee disclosures. We charge fees on a member’s inactive account because of the expense incurred by all members in maintaining accounts that are not being used by a particular member who additionally is not using our products or services that would otherwise justify our incurring the expense of maintaining the account. We will notify you at the address you have provided us or by other means as you have requested of your account’s inactive status before imposing a fee, and will discontinue the fee once you have met our minimum balance and/or activity requirements.

24. Funds Presumed Unclaimed Property
If there has been no activity on your account(s) such as deposits and withdrawals and we have not been able to contact you for a number of years, the state requires that the funds in your account(s) be presumed abandoned and sent to the state as unclaimed property. We will consider your account inactive. Should we consider your account inactive, your accounts will be closed and you will need to reclaim the funds by contacting the appropriate state agency.

25. Closing Your Account & Terminating Services
You may close your one owner or trustee account and terminate services, and any owner or trustee alone may close a multiple owner or multiple trustee account and terminate services, at any time by notifying us in writing, according to the terms of this Contract. In the interests of all members, you agree that we may require you to sign a Part 1 account form (or other form we use) acknowledging that you requested that the account be closed and services be terminated, on which we may note the closed account and terminated services and include the word “Closed” on the Part 1 account form. We are not responsible for any transactions that were initiated by you or other owners, agents or trustees that occur on your account until the account is closed and the service is terminated by you with us. You agree that if we pay any check, draft or transfer on your account after the account is closed, we have not received adequate notice from you, you may be required to sign a new Part 1 account form (or other form we use). We may charge you a fee per account closure account and opening or service termination and initiation for multiple closures, openings, terminations and initiations to accounts and/or services in a calendar year.

We may close your account at any time and without notice if: 1) we are dishonoring a number of checks, drafts or items for insufficient funds, if a number of checks, drafts or items taken for deposit are returned unpaid or you stop payment on a check, draft or item that would otherwise be returned for insufficient funds; 2) a number of checks have been returned due to non-sufficient funds, forgery or other reasons and has not been honored in transacting your account; 3) you have signed a falsification, misrepresentation or any other abuse by you or involving any of your accounts; 5) the balance of the account does not meet our minimum balance requirements for thirty (30) calendar days; 6) we determine it is necessary either to stop or prevent a loss to us; 7) you have or are making multiple additions or changes to an account and/or services; or 8) if you ever become abusive or threatening, we may require you to change your account to a different type of account in order for us to maintain a safe and healthy environment within our organization with us. Further, you acknowledge that for your and our protection we may close your account anytime to avoid a loss or potential loss to you or us (such as when your checks become lost or stolen).

You understand that whether your account and service is closed and terminated by you or us that all transactions on the account will be dishonored, not paid or rejected. If we disburse the account because the account is closed, we may require you to add to and/or change an existing account or service, you agree that we may re-check, draft, item or transfer on your account after the account is closed and the service is terminated. On which we may note the account be closed and services be terminated, on which we may note the account be closed and services be terminated.

26. Termination of Your Membership at the Credit Union
Membership at our Credit Union is a privilege granted to you by our members under State law. However, you may end your membership with the Credit Union at any time by providing us with written notice of your desire to end your membership, according to the terms of this Contract. You understand that ending your membership does not release you of your responsibilities, obligations and liabilities to us under this Contract.

In the interest of all members and to protect the Credit Union, to the extent permitted by law, you agree that we may review any member for cause, which includes but is not limited to: 1) a violation of our members, employees, members or any affiliated persons and organizations, and services or privileges; 2) failure to use our products or services to justify your continued participation in Credit Union membership; or 3) causing us a loss. You understand and acknowledge that for the protection and safety of our employees, volunteers, members or any affiliated persons and organizations, if you ever become abusive with or threaten the safety of, any of our employees, volunteers, members or any affiliated persons and organizations, we may close your accounts and terminate your services and membership immediately and without notice.

27. Deceased Account Owners, Claims & Transactions
a. Disbursement of Funds to Representative or Claimant.
If you own a one owner account and have not designated any beneficiaries/POD payees, upon your death the funds in the account will be spread to claimed by your legal representative or claimant (generally a creditor) subject to the terms of this Contract. If you own a mutual owner account and have not designated any beneficiaries/POD payees on the account, upon your death your interest in the account and the funds in the account are owned by any surviving owner or owners of the account (subject to the terms of this Contract), and upon the death of the final owner the funds in the account will go to the final deceased owner's estate and can be claimed by that owner's legal representative or claimant (generally a creditor) subject to the terms of this Contract. You agree that it is your responsibility (and not ours) to inform your legal representative(s)/claimant(s) about your account(s) at our Credit Union. You agree that any representative or claimant of your estate is bound by the terms of this Contract. Upon an owner's death, we may require any estate representative or other representative of the funds held in a deceased owner’s account to identify the estate representative or other person. We will not allow a non-legal representative or beneficiary to claim funds in the account that we cannot resolve by referring to this Contract, you agree that we may deposit the funds in an account with a court and ask the court to resolve the dispute or uncertainty over who is entitled to the funds. If we elect to deposit the funds with a court we may deduct our attorney fees and court costs from the funds in the account. Alternatively, if there is a dispute between purported representatives or claimants, and there is uncertainty about who is entitled to the funds in the account that we cannot resolve by referring to this Contract, you agree that we may deposit the funds in an account with a court and ask the court to resolve the dispute or uncertainty over who is entitled to the funds. If we elect to deposit the funds with a court we may deduct our attorney fees and court costs from the funds in the account. Alternatively, if we elect to deposit the funds with a court we may deduct our attorney fees and court costs from the funds in the account.

b. Disbursement of Funds to Beneficiary(s) or POD Payee(s).
If you own a one owner account and have designated more than one beneficiary/POD payee on the account, upon your death the beneficiary(s)/POD payee(s) will be entitled to the funds in the account (subject to the terms of this Contract) upon proof of your death and the beneficiary(s)/POD payee’s identification. If you designate more than one beneficiary/POD payee on the account, upon your death, if the funds are deposited with a court we may deduct our attorney fees and court costs from the funds in the account.

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death each beneficiary/POD payee will be entitled to his or her (or its) equal share of
the funds in the account, which will be determined by dividing the amount of
the funds in the account by the number of beneficiaries/POD payees designated on
the account. You may own those funds without right of survivorship (which means that the
decedent beneficiary's/POD payee's share of the funds would go to him or her estate).
You understand that it is your responsibility (and not ours) to inform anyone or
organization that he, she or it is a beneficiary/POD payee on your account(s). If a beneficiary/POD payee on
the account dies before you, it is your responsibility to notify us so that we may assign your
rights to make testamentary dispositions from any documentation presented by a beneficiary's/POD
payee's representative or claimant that affects your account, you agree that we may
deduct all costs and expenses, including reasonable attorney fees, incurred for the
review of that documentation from your account.

28. Your Irrevocable Waiver of Your Rights to Make Testamentary
Dispositions from Any of Your Accounts
You understand that it is your sole responsibility and not our responsibility to assure
that the ownership and survivorship features of your accounts and services, as
designated by you in Part 1 of this Contract (the account form), accurately reflect and take
into consideration your personal, domestic, business and estate planning needs (such
as, but not limited to, those created, changed or terminated by marriage, children,
adoption, separation, divorce, remarriage, death or as a result of any agency, guardian-
ship, conservatorship, trusts, wills, corporations, partnership agreements, contracts,
indebtedness, etc.). If permitted by applicable state laws, you irrevocably waive your
rights to make testamentary dispositions from any account, and do so with the under-
standing that the ownership and survivorship features of your accounts and services, as
controlled by your account designation, control and supersede any inconsistent testamentary disposition.
Because it is your responsibility to assure that the ownership and survivorship features of your
account(s) and services accurately reflect and take into consideration your per-
sonal, domestic, business and estate planning needs, and because you can change,
add or close an account or service at any time, you irrevocably waive your
right to make a testamentary disposition from any account at the Credit Union, both
now and in the future. As important, because you are in complete control of the owner-
ship and survivorship features of your account(s) and services, and can change, add,
close or terminate the account or services at any time, you irrevocably waive your
right to make a testamentary disposition from any account at the Credit Union, both
now and in the future. As important, because you are in complete control of the owner-
ship and survivorship features of your account(s) and services, and can change, add,
close or terminate the account or services at any time, you irrevocably waive your
right to make a testamentary disposition from any account at the Credit Union, both
now and in the future.

29. This Contract and State & Federal Law
While your membership, accounts and services are primarily governed by Parts 1 and
2 of this Contract, they are also governed by the applicable law of the state in
which the branch or service center where you opened your account is located, or if
you opened your account by mail, telephone, or our services that can be accessed
online, the law of the State of Texas, federal law, federal reserve regulations and
operating letters, clearing house rules and the recognized Credit Union practices
used in the areas our Credit Union serves, as amended from time to time. If any term
of this Contract is in conflict with the applicable law, that term will be nullified to the
extent that it is inconsistent with the law and the law will govern. Should any term of
this Contract be declared invalid, unenforceable or unlawful by a court, that term will
be deemed to be an exception to the federal funds availability schedules when:

a. We believe a check you deposit will not be paid.

b. You deposit checks totaling more than $5,000 on any one day.

c. You deposit a check that has been returned unpaid.

d. You have overdrawn your account repeatedly in the last six (6) months.

There is an emergency, such as failure of communications or computer
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. They will generally be available no
later than the seventh (7th) business day after the day of your deposit.

5. Special Rules for New Accounts
The following rules may apply during the first thirty (30) days your account is open:

a. Funds from electronic direct deposits will be available on the day we receive the
deposit.

b. Funds from deposits of wire transfers, and the first $5,000 of a day’s total depos-
its of cashier’s, certified, teller’s, traveler’s, and federal, state, and local govern-
ment checks will be available on the first (1st) business day of the deposit if the
depositor meets certain criteria (for example, the check must be payable to you).
The excess over $5,000 may not be available until the ninth (9th) business day
after the day of your deposit.

c. Funds from all other check deposits may not be available until the eleventh (11th)

business day after the day of your deposit.

6. Foreign Checks
Checks drawn on financial institutions located outside the United States are not sub-
ject to these policies. Such checks must be specifically identified and processed.
Generally, availability of funds from foreign check deposits will be delayed until we
have collected the funds from the institutions on which they are drawn.

Electronic Fund Transfer Disclosures
The following disclosures set forth your and our rights and responsibilities concern-
ing electronic fund transfers. Electronic fund transfers (“EFTs”) are electronically
initiated transfers of money involving a deposit account at the Credit Union and mul-
tiple access options, including online access, access to direct deposits, automated
teller machines (ATMs), Visa Check Card (“Card”), and audio response (An-
atalk) services.

1. EFT Services

a. Automated Teller Machines (“ATMs”)

You may use your Card and personal identification number (PIN) in ATMs of the
Credit Union, Citrus, Pulse, PLUS, Accel, MasterCard, Visa, Discover, American
Express and Exchange networks, and such other machines or facilities as the Credit
Union may designate. At the present time, you may use your Card to:

i. Withdraw funds from your savings and checking accounts.

ii. Make deposits to your savings and checking accounts (at the Grimes location
only).

iii. Transfer checks from your savings and checking accounts.
Account Agreement and transactions involving a loan account will be subject to the

• Make POS (point-of-sale) transactions with your Card and PIN to purchase goods or services at POS terminals that carry Cirrus, Pulse, PLUS, Accel, MasterCard, Visa, Discover, American Express and Exchange network logos.

b. Debit

Upon instruction of (i) your employer, (ii) the Treasury Department, or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your savings or checking account. You may also receive preauthorized transfers from another member’s account with the Credit Union.

c. Pre-authorized Debits

You may make periodic direct withdrawals from your savings or checking account to a particular person or company at least periodically which you have arranged with that person or company, provided you have enough funds in your account to cover the payment.

d. Anatalk

If we approve your application for telephone access to your accounts under the Anatalk service, you may use a telephone to access your account by calling 956-412-9630. You must use your PIN along with your account number to access your accounts. At the present time you may use the Anatalk service to:

• Withdraw funds from your savings, checking, and club accounts by check.
• Transfer funds from your savings, checking, and club accounts.
• Obtain balance information on your savings, checking, and club accounts.
• Make loan payments from your savings, checking, and club accounts.
• Make loan payments from your savings, checking, and club accounts.
• Determine if a particular item has cleared.
• Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
• Verfiy the last date and amount of your payroll deposit.
• Check orders.
• Check rates (savings, CD, and loan).
• Change PIN.
• Request loan applications.
• Calculate loan payments.

RGVCU Online.

If we approve your application for the online account access, you may use a personal computer to access your accounts. For this service, you will need a personal computer with access to the Internet (World Wide Web). The online address for online account services is www.rgvcu coop. You may select a PIN. You must use your PIN along with your account number to access your accounts. You are responsible for the installation, maintenance, and operation of your computer and software. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service provider, your software installation, or your computer. At the present time, you may use the online service to:

• Transfer funds between your savings, checking, and club accounts.
• Obtain balance information for your savings, checking, and club accounts.
• Make loan payments from your savings, checking, and club accounts.
• Order checks.
• Place stop payment orders.
• View check copies.
• Pay bills to designated merchants using your billpayment service.

Transactions involving your share accounts will be subject to your Membership and Account Agreement and transactions involving a loan account will be subject to the loan agreement(s) for the applicable loan.

g. Electronic Check Transaction

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases, pay bills, or pay other obligations (“electronic check transactions”). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any required notice regarding the merchant’s right to process the transaction or payment, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic fund transfer services will apply to electronic check transactions, except the $50 and $500 limits of liability for unauthorized transactions in Section 4. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

2. Service Limitations

a. Automated Teller Machines

Cash withdrawals from ATMs can be made as often as you like. You may withdraw up to $500 (if there are sufficient funds in your account) in any one day. POS transactions can only be made as often as you like in any one day, if there are sufficient funds in your account. You may withdraw up to $100 per day in POS purchase transactions (if there are sufficient funds in your account). You may transfer up to the available balance in your accounts at the time of the transfer. For purposes of determining whether you have reached the daily limit, a day ends at midnight, Friday, Saturday, and Sunday are considered as one business day for the purposes of this limit.

b. Anatalk

Your accounts can be accessed under Anatalk via a touchtone telephone only. Not all push button phones are touchtone. Converters may be purchased for pulse and rotary dial phones. Anatalk will be available for your convenience seven days a week, 24 hours a day. This service may be interrupted for a short time each day for data processing. If you call during this time you will hear a message directing you to call back. While there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, your accounts from savings accounts will be limited to one transaction per month. No withdrawal or transfer may exceed the available funds in your account. The Credit Union reserves 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 reserved reserve on the account.

c. RGVCU Online Service

i. Transfers

You may make funds transfers to your accounts or other accounts you authorize as often as you like. However, transfers from a savings account will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or available credit line at the time of the transfer, except as limited under other agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

ii. Account Information

The account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

iii. Email and Stop Payment Requests

The Credit Union may not immediately receive email communications that you send and the Credit Union will not take action on email requests until the Credit Union actually receives your message and has a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be an oral request and will expire in fourteen (14) days unless you confirm in writing in accordance with your Membership and Account Agreement. Contact the Credit Union immediately regarding an unauthorized transaction or stop payment request.

d. Visa Check Card

There is no limit on the number of Visa Check Card purchase transactions you may make during a statement period. Visa purchases are limited to the balance available in your account and the purchase amount does not exceed $1,000. There is no limit to the number of cash withdrawals you may make in any one day from an ATM. You may withdraw up to $500 in any one day from an ATM. You may purchase up to a maximum of $500 from POS terminals per day. You must have the transaction amount available in your account at the time of purchase. Overdraft loan protection does not apply to the Visa Check Card program. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds or require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. You are solely responsible for any disputes you may have with merchandise or services received using the Visa Check Card. We are not responsible for any damages, liabilities, or settlement resolution as a result of the misrepresentation of quality, price, or warranty of goods or services by a merchant.

The use of your Card and Account are subject to the following conditions:

i. Ownership of Cards

Any Card or other device which 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 instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.

ii. Honoring the Card

Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund. You may not use the Card for any illegal transactions or for any illegal purposes.
or unlawful transaction. We may refuse to authorize any transaction that we believe may be illegal or unlawful.

iii. Currency Conversion; International Transaction Fee. Purchases and withdrawals made in foreign countries will be billed to you in U.S. dollars. The currency conversion will be based on international transactions as established by Visa International, Inc. to a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged an International Transaction Fee of up to 1% of the transaction amount for any card transaction made in a foreign country.

3. Security of Personal Identification Number

The personal identification number or PIN is established for your security purposes. The PIN is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your PIN, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that person may use the Anatalka, online services, or check card to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your PIN and you agree that the use of your PIN will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your PIN in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your PIN immediately. You are responsible for any transactions the person using your PIN makes, even if you did not authorize them. If you tell someone else your PIN, your account could be accessed without your permission. Telephoning is the best way of keeping your possible losses down. For Visa Check Card purchase transactions, if you notify us of your lost or stolen card you will not be liable for any losses provided that you were not grossly negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim, otherwise the following liability limits will apply. For all other EFT transactions except electronic check transactions, if you tell us within two (2) business days, you can lose no more than $50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as $500. In no event will you be liable for more than $50 for unauthorized withdrawals from a line of credit account.

Also, if your statement shows EFTs that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as hospital stay) kept you from telling us, we will extend the time periods. If you believe that someone has used your Card or PIN without your permission or you have lost your Card, call: 956-423-5792 or toll-free at 800-676-9714, or write: RGV Credit Union, 2910 E. Grimes, Harlingen, TX 78550.

5. Business Days

Our business days are Monday through Friday. Holidays are not included.

6. Fees and Charges

There are several charges for the EFT services as set forth on the Rate and Fee Disclosures. The Credit Union reserves the right to impose service charges at any future date after we give you notice of such changes as required by law. If you request a transfer or check withdrawal from your personal line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement. You agree that if a transfer that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.

7. Right to Receive Documentation

a. Periodic Statements.

All EFT transactions will be recorded on your periodic statement. You will receive a statement at least once every quarter. If you have an EFT transaction, you will receive a statement monthly.

b. Pre-authorized Credits.

If you have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can use Anatalka or online access or you can call us at 956-423-5792 or toll-free at 800-676-9714 to find out whether or not the deposit has been made.

c. Terminal Receipt.

You may get a receipt at the time you make any transaction over $15 using an ATM, POS terminal, or Visa Check Card.

8. Account Information Disclosure

We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy. We will disclose information to third parties about your account or the transfers made from it in the following circumstances:

• 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.
• If you give us your written permission.

9. Credit Union Liability for Failure to Make Transactions

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your actual transaction loss or damage. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, Credit Union, or by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Internet Explorer browser), or by Internet access providers or by online service providers or by an agent or subcontractor for any of the foregoing. Nor shall we or the service providers be responsible for any indirect, direct, special, or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, online access services, or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the online access service and may have referred to such communication as “secured,” we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

• If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit.
• If you used the wrong identification code or you have not properly followed any applicable computer, Internet, or Credit Union instructions for making transfers.
• If your computer fails or malfunctions or if the Credit Union’s online access system was not properly working and such problem should have been apparent when you attempted such transfer.
• If the ATM where you are making the transfer does not operate properly, does not have enough cash or you use your Card improperly.
• If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment, or power failure) prevent making the transaction.
• If your account is frozen because of a delinquent loan or is subject to legal process or other claim.
• If the error was caused by a system beyond the Credit Union’s control such as your Internet Service Provider, any computer virus, or problems related to software not provided by the Credit Union.
• If you have not given the Credit Union complete, correct, and current instructions so the Credit Union can make a transfer.
• If the error was caused by you or was caused by your failure to use an applicable ATM or payment system network. The ATM machine may retain your Card in certain instances, in which event you may contact the Credit Union about its replacement.
• We may establish other exceptions in addition to those listed above.

10. Termination of EFT Services

You agree that we may terminate this Contract and your use of any EFT services, if you, or any authorized user of your account or PIN breach this agreement with us, or if we have reason to believe that there has been an unauthorized use of your Card, account or identification code.

You or any other party to your account can terminate this Contract by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Contract will not affect the rights and responsibilities of the parties under this agreement for transactions initiated before termination.

11. Preauthorized Electronic Fund Transfers

a. Stop Payment Rights.

If you have arranged in advance to allow a third party to make regular electronic fund transfers out of your account(s) for money you owe them, you may stop payment of these preauthorized transfers from your account. You must notify the Credit Union of your oral request in writing at any time up to three (3) business days before the scheduled date of a preauthorized transfer. You must notify the Credit Union orally or in writing at any time up to three (3) business days before the scheduled date of a preauthorized transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.

b. Notice of Varying Amounts.

If these regular payments may vary in amount, the person you are going to pay is required to tell us ten (10) days before each payment when it will be made and how

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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 account would fall outside certain limits that you set.

c. Liability for Failure to Stop Payment of Preauthorized Transfers.
If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

12. Notices
We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of any EFT service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

13. Billing Errors
In case of errors or questions about electronic fund transfers, telephone us at 956-423-5792 or toll-free at 800-676-9714 and send us a written notice. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. In your notice:
- Tell us your name and account number.
- Describe the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.
If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question (ninety (90) days for POS (point of sale) transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will recredit your account within ten (10) business days (five (5) business days for Visa Check Card transactions) 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 ten (10) business days, we may not recredit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members’ rights to privacy) used in our conclusion that the error did not occur.

14. ATM Safety Notice
The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and Night Deposit Facilities.
- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- 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 at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your ATM card.
- Report all crimes to law enforcement officials immediately.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT
To help the government fight the funding of terrorism and money laundering activities, the U.S.A. Patriot Act 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 for your name, physical address, date of birth, taxpayer identification number, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents. We will let you know what additional information is required.
### Privacy Policy

#### WHAT DOES RGV 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?

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

- Name, address, Social Security Number, and income
- Account balances and payment history
- Credit history and credit scores

When you are no longer our member, we continue to share your information as described in this notice.

### 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 RGV Credit Union chooses to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information</th>
<th>Does RGV Credit Union share?</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>For our everyday business purposes</strong>—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>For our marketing purposes</strong>—to offer our products and services to you</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>For joint marketing with other financial companies</strong></td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>For our affiliates’ everyday business purposes</strong>—information about your transactions and experiences</td>
<td>No</td>
<td>We do not share</td>
</tr>
<tr>
<td><strong>For our affiliates’ everyday business purposes</strong>—information about your creditworthiness</td>
<td>No</td>
<td>We do not share</td>
</tr>
<tr>
<td><strong>For our affiliates to market to you</strong></td>
<td>No</td>
<td>We do not share</td>
</tr>
<tr>
<td><strong>For non-affiliates to market to you</strong></td>
<td>No</td>
<td>We do not share</td>
</tr>
</tbody>
</table>

### Questions?

Call us at 956-423-5792 or toll-free at 800-676-9714 or visit us online at www.rgvcu.coop.
### Who We Are

| Who is providing this notice? | RGV Credit Union. |

### What We Do

| How does RGV 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, secured files and buildings, procedural safeguards and safe record storage. We will continue to review and modify our security controls in the future to deal with changes in products, services and technology. |
| How does RGV Credit Union collect my personal information? | We collect your personal information, for example, when you • open an account • apply for a loan • use your credit or debit card • pay your bills • make deposits to or withdrawals from your accounts We also collect your personal information from others, including credit bureaus or other companies. |
| Why can’t I limit all sharing? | Federal law only gives you the right to limit only: • sharing for affiliates’ everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. |

### Definitions

| Affiliates | Companies related by common ownership or control. They can be financial and nonfinancial companies. • *RGV Credit Union has no affiliates.* |
| Non-affiliates | Companies not related by common ownership or control. They can be financial and nonfinancial companies. • *RGV Credit Union *does not share with non-affiliates so they can market to you.* |
| Joint marketing | A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • *Investment companies* • *Insurance companies* • *Other financial service providers* |