

# AGREEMENTS AND DISCLOSURES



EFFECTIVE: JULY 1, 2020

## MEMBERSHIP AND ACCOUNT AGREEMENT

In this Agreement, the words “you,” “your,” and “Party” mean any person or entity who signs an Account Card or any other application in connection with the opening of any Account with Advancial Federal Credit Union, any such person or entity who maintains an Account with us, or any other person or entity authorized to use or having access to any such Account. “Account” means, individually and collectively, the Primary Member’s Primary Savings Account and all share subaccounts opened under the same Account number unless the terms of this Agreement specifically exempt a certain Account. “Owner” means each Party who owns the Account. “Primary Member” means the Owner under whose name, membership number, and Taxpayer Identification Number one or more Accounts are established. “Joint Owner” means all other owners to the Account. The words “we,” “us,” “our,” and “Credit Union” mean Advancial Federal Credit Union.

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

You authorize us to establish one or more Accounts for you and on behalf of any other persons designated in any Membership and Account Application, Membership Application Summary, Change/Add/Delete Authorizations, Change/Add/Delete Authorization Summary(ies), or any other Account instrument executed with us (all individually and collectively referred to as the “Application”). If you are unable to provide a Social Security Number or other Taxpayer Identification Number at the time of Account opening, we may suspend the opening of your Account or you may request a non-dividend bearing Account until your Social Security Number or other Taxpayer Identification Number is provided. By opening or using any such Account, you agree to be bound by the terms of this Agreement whether you are acting in your individual capacity, in a fiduciary capacity, or in your capacity as an officer, agent, or representative of any business entity or organization. You also acknowledge receipt of and agree to be bound by our Truth-In-Savings Account Disclosures and Account Services and Fee Schedule as amended from time to time and to conform to our rules, regulations, bylaws, and policies now in effect and as amended or adopted hereafter. In case of any conflict between the terms of this Agreement and the disclosures set forth in the Truth-In-Savings Account Disclosures and Account Services and Fee Schedule, the Truth-In-Savings Account Disclosures and Account Services and Fee Schedule will control. The Truth-In-Savings Account Disclosures and Account Services and Fee Schedule are incorporated into this Agreement. This Agreement is incorporated into and made a part of any Application or other document you execute or receive in connection with the opening or use of any Account.

### TRUTH-IN-SAVINGS DISCLOSURES

Truth-in-Savings Disclosures that apply to each of your Accounts, including the dividend rate and the annual percentage yield on your

Accounts, are set out on the Truth-in-Savings Account Disclosures and Account Services and Fee Schedule accompanying this Agreement.

### ACCOUNT OWNERSHIP

**1. Single Party Accounts.** Under this type of Account ownership, the sole Owner to the Account owns the Account. If you open a Single Party Account, upon your death and absent any Payable on Death (P.O.D.) designation, ownership of the Account passes as part of your estate under your will or by intestacy. If you open a Single Party Account with a P.O.D. designation, then on your death ownership of the Account passes to the P.O.D. beneficiaries then living and the Account is not part of your estate.

**2. Multiple Party Accounts.** If an Account is opened by two or more Owners, or if one or more Owners are added to a Single Party Account after the Account is opened, the Account will be a Multiple Party Account. A Multiple Party Account and all subaccounts opened at any time under the same Account number, except for loan Accounts, shall be owned by the same Owners as designated in the Application establishing or modifying the Account. If a Party is removed from any Account, that Party will be removed from all subaccounts under the same Account number, except loan accounts if applicable. The Owners to a Multiple Party Account own the Account in proportion to their net contributions to the Account. Payment to any Party shall be valid and discharge the Credit Union from any and all liability for such payment. Except as otherwise provided in this Agreement, the Credit Union may accept instructions from any Party or act at the request of any Party with regard to any such Account without the consent of any other Party to the Account. Each Owner authorizes all other Parties to the Account to act on his or her behalf with respect to the Account and to endorse any instrument payable to him or her for deposit to any such Account. Without the consent or joinder of any other Owner and without regard to the interest in the Account of any other Owner, any Party to the Account may (i) make deposits to or withdraw funds from the Account, (ii) place stop payment orders with respect to any items drawn on the Account by any Party to the Account, (iii) pledge all of the shares or deposits in an Account to secure any indebtedness owing to us, or (iv) designate an Account to provide overdraft protection for any other Account.

Only the Primary Member in whose name a Multiple Party Account is opened, who designates other Parties to own the Account jointly, may change Parties to the Account, add Parties to the Account, remove any Parties from the Account, or add or delete Payable on Death beneficiaries. Any such action by the Primary Member will apply to all subaccounts under the same Account number. At its option, the Credit Union may require that an Account be closed and a new Account opened in lieu of permitting the Primary Member to remove any Party from an Account, or the Credit Union may require the consent of any Party prior to acting upon any written notification or instruction by the Primary Member to remove that Party from an Account. At its option, the Credit Union also may require the consent of any other Owner before adding or removing a Payable on Death beneficiary. No other Party to a Multiple Party Account may make any such change, addition, or deletion, except that any Party to a Multiple Party Account may always remove himself/herself from the Account. The Parties agree



that the Credit Union may pay funds in any Multiple Party Account to or on the order of any Owner, regardless of whether any other Party is incapacitated or deceased. The Credit Union makes no representation concerning the legal consequences or effectiveness of the survivorship rights described below, including any consequences arising out of the community property laws of any state, and you agree to indemnify, defend, and hold us harmless from any loss or liability in connection with any survivorship designation. You understand that you should consult with a qualified attorney if you have any questions regarding the validity, effectiveness, or fitness of any such survivorship designation for any purpose.

**(a) Multiple Party Account with Right of Survivorship.**

Unless otherwise designated in the Application establishing or modifying the Account, a Multiple Party Account will be with Right of Survivorship. A survivorship designation may be ineffective unless the Application is signed by all Account Owners. All funds deposited into any Multiple Party Account with Right of Survivorship, including any earnings thereon, shall be owned by the Primary Member jointly with all other Owners who have signed the Application, with right of survivorship. On the death of an Owner, all sums in the Account on the date of the death vest in and belong to the surviving Owner(s) as their separate property and estate. The interest of the surviving Owners is subject to any lien the Credit Union has for a deceased Owner's obligations and any security interest the deceased Owner gave in the Account funds, regardless of whether the surviving Owners have consented to the security interest.

**(b) Multiple Party Account without Right of Survivorship.**

An Account will be a Multiple Party Account without Right of Survivorship if you have so designated in the Application establishing or modifying the Account. For a Multiple Party Account without Right of Survivorship, on the death of an Owner, the Owner's ownership of the Account passes as a part of the Owner's estate under the Owner's will or by intestacy, subject to any lien the Credit Union has for the deceased Owner's obligations and any security interest the deceased Owner gave in the Account funds.

**3. Payable on Death (P.O.D.) Accounts.** A P.O.D. Account is an Account payable on request to one or more Owners during their lifetimes and upon the death of the last of those persons, payable to one or more P.O.D. payees named in the Application. You agree that the persons named as P.O.D. payees in any Application establishing or modifying the Account, whether one or more, are designated as P.O.D. payees on the Account and also any subaccounts opened at any time under the same Account number, except for IRA and loan Accounts. P.O.D. payees may not be designated for a Multiple Party Account without Right of Survivorship. During the Owner's lifetime, all funds paid into or deposited into the designated Account, including any earnings thereon, shall be owned by the Owners', and payment may be made upon your request or the request of any Party to the Account. If the Account is a Multiple Party Account with Right of Survivorship, during the Owners' lifetimes the provisions set forth above with regard to such Accounts shall control. Upon your death (the death of the last Owner to survive), ownership of the Account passes to the P.O.D. payees. The Account is not part of any original Owner's estate. If there are multiple P.O.D. payees, each P.O.D. payee agrees that, subject to applicable law, all funds shall be owned by the surviving P.O.D. payees in equal, undivided interests with right of survivorship. Payment may be made at the request of any named P.O.D.

payee then living, and any payment made upon the request of any surviving P.O.D. payee discharges us from any and all liability to that P.O.D. payee and any remaining P.O.D. payees or their heirs, executors, and personal representatives. You, your heirs, executors, and personal representatives agree to indemnify, defend, and hold us harmless from any claim asserted by any person or estate as a result of the payment of funds deposited in the designated Account. You understand and agree that a P.O.D. designation shall be ineffective with respect to any Account held in an Individual Retirement Account. You understand and agree, further, that a P.O.D. designation may be ineffective unless signed by all original Owners to the Account. We make no representation concerning the legal consequences or effect of any P.O.D. designation, and you understand that you should consult with your attorney if you have any questions regarding the validity or effectiveness of any such P.O.D. designation for any purpose.

**4. Accounts for Trusts.** At our option, we may issue shares or accept deposits in the name of a trust subject to such membership requirements as we may impose from time to time in keeping with applicable law. If you request that we open an Account in the name of a trust, you agree that we are authorized to release the funds in any such Account upon the signature of any Trustee. Because we cannot effectively monitor transactions performed outside of our presence, we will not be bound by any terms of the trust that require withdrawals and other transactions to be performed by two or more Co-Trustees. You acknowledge and agree that any terms of the trust or designation by you requiring that actions be performed by two or more Co-Trustees is for the trust's internal purposes only and is not binding on us. You agree that if we make payment to any Trustee or Successor Trustee, or at the direction of any one of the Trustees or Successor Trustees named, that payment shall be valid and shall discharge us from any liability for the sums paid. You agree that we shall have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations set forth in this Agreement, and that we shall serve solely as a depository for the trust funds. You and any Trustee agree to save, indemnify, defend, and hold us harmless from any claim, demand, suit, or other charge by any person arising out of or resulting from the establishment, maintenance, and transaction of any business related to the trust and any Account established for the trust.

**5. Uniform Transfers to Minors Accounts.** At our option, we may issue shares and accept deposits in Accounts established by a custodian under the Texas Uniform Transfers to Minors Act (TUTMA). A TUTMA Account is owned by the minor, and amounts deposited into the Account constitute an irrevocable gift to that minor. The custodian named is the sole Party entitled to access the Account for the minor's benefit. We have no duty to (i) determine if the person designated or acting as custodian has been duly designated, (ii) determine if an act of the custodian is in accordance with or authorized by the Texas Uniform Transfers to Minors Act, (iii) question the validity or propriety of any instrument or any instructions executed or given by a person acting as a donor or custodian or (iv) oversee the application by a custodian of money or other property paid or delivered to the custodian.

**6. Accounts for Minors.** At our option, we may issue shares and accept deposits in the name of a minor. We may require that a minor Account have a creditworthy Joint Owner at least 18 years of age who shall be jointly and severally liable for any amounts owing to us out of the Account. Until the minor reaches the age of 18, any adult



Joint Owner will have the sole authority to act on behalf of the minor with regard to Credit Union membership matters and exercise of Primary Member powers as set forth in Section 2 above, including closing the Account and adding and removing Parties from the Account. We may make payments or deliver other rights solely to the minor without regard to the minor's minority, and you acknowledge and agree that we are discharged from liability to the extent of any such payment or delivery. We have no duty to inquire of the use or purpose of any transaction requested by the minor or any Joint Owner. If you request that we open a minor Account on which the minor's parent or guardian will not be a Joint Owner, we may require the parent or guardian's consent before opening the Account. We may also require that the Account Owners give written consent to allow the minor's parent or guardian to access information about the Account. You may not pledge a minor Account as collateral for a loan or for any other purpose. When the minor reaches the age of 18, we will not automatically change the form of ownership of the Account.

**7. Business, Association, and Organization Accounts.** At our option, we may issue shares and accept deposits in the name of a business, association, or organization upon such terms and conditions, and upon such membership requirements as we may establish from time to time. In the event that the Credit Union permits the opening of such an Account, and if you establish a business, association, or organization Account, you agree to provide us with such documentation as we may require. You agree that we may rely upon the signature of any person authorized to transact business on behalf of any such business, association, or organization and that any such authorization shall continue in effect until we receive written notice from you and give written acknowledgement of receipt of the revocation thereof. The Credit Union shall not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds on the part of any officer, director, employee or agent of any such business, association or organization. You and any person authorized to sign on the Account agree to save, indemnify, defend, and hold us harmless from any claim, demand, suit, or other charge by any person arising out of or resulting from the establishment, maintenance, and transaction of any business related to the business, association, or organization and any Account established therefor. In addition to this Agreement, business, association, and organization Accounts are subject to the Additional Terms and Conditions for Business Accounts, which will be provided at the time of opening a business, association, or organization Account. If the terms of this Agreement should conflict with the Additional Terms and Conditions for Business Accounts, the terms of the Additional Terms and Conditions for Business Accounts will prevail unless those terms specifically provide otherwise.

**8. Accounts for Guardianships and Estates.** At our option we may issue shares and accept deposits in the name of (i) a ward on whose behalf a Guardianship has been established under applicable law, or (ii) the estate of a deceased member being administered under applicable law. Any guardian or estate representative (whether executor, administrator or otherwise) authorized to sign on any such Account shall be subject to the terms and conditions set forth in this Agreement and any other agreement governing any such Account. You agree that we will have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations otherwise set forth in this Agreement or other applicable agreement, and you agree that we will not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds by the guardian or estate representative. If we are presented with Letters

of Guardianship, Letters Testamentary, or Letters of Administration valid on their face, you agree that we will have no further duty to (i) determine if the person appointed guardian or estate representative has qualified or continues to be qualified as guardian or as estate representative, (ii) determine if an act of the guardian or estate representative is in accordance with or authorized by the Texas Estates Code or other applicable law, (iii) question the validity or propriety of any instrument or any instructions executed or given by a person acting as a guardian or estate representative, or (iv) oversee the administration by a guardian or estate representative of money or other property paid or delivered to him or her. You agree that we may rely upon Letters of Guardianship, Letters Testamentary, or Letters of Administration that are valid upon presentment, that we may continue to rely upon the same without inquiring into their expiration or renewal, and that we may assume their renewal unless notified in writing to the contrary. Further, you agree that we will have no obligation to recognize or honor any such Letters that we know to have expired without renewal pursuant to the provisions of the Texas Estates Code or other applicable law. If we receive notice of expiration without renewal, we will have no obligation to honor any check that is presented for payment or to honor any requests for withdrawal of funds from the Account of a ward or an estate until we receive renewed Letters or another order issuing out of a Court of competent jurisdiction.

**9. Social Security and Veterans Administration**

**Representative Payee Accounts.** At our option, we may issue shares and accept deposits in Accounts established in a member's name and for the member's benefit by an individual appointed as a Social Security or Veterans Administration "Representative Payee." Funds in a Representative Payee Account are owned by the member beneficiary. Only the Representative Payee, however, shall have direct access to the funds on deposit. If an Account is opened, you (whether as beneficiary or as Representative Payee) agree that we may accept deposits including direct deposits from the Social Security Administration or Veterans Administration, that we may permit withdrawals from the Account by the Representative Payee through such means as we may prescribe from time to time, and that we may restrict access to the Account by the beneficiary. You agree that the Representative Payee alone will be responsible for compliance with the Rules of the Social Security Administration or the Veterans Administration governing such Accounts. You agree that if we make payment to or at the direction of a Representative Payee, any such payment shall be valid and shall discharge us from any liability for the sums paid. You agree that we may rely upon any appointment of a Representative Payee that is valid on its face, that we will have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations set forth in this Agreement, and that we will have no duty to oversee the application by a Representative Payee of any funds withdrawn from the Account. You agree that, if any deposit to an Account is subsequently reversed, whether by the Social Security Administration, the Veterans Administration, or otherwise, we may transfer funds in other Accounts held by the beneficiary or the Representative Payee in order to cure any overdraft that may occur as a result of such reversal. You agree to save, indemnify, defend, and hold us harmless from any claim, demand, suit, or other charge by any person or entity arising out of or resulting from the establishment, maintenance, and transaction of any business related to a Social Security or Veterans Administration Representative Payee Account or any other Account designated for the receipt of government benefits.



## CHECKS AND WITHDRAWALS

**1. Payment Authorization.** You authorize us to pay checks signed by you and charge the payments against the applicable Account. Only checks or other methods approved by us may be used to withdraw funds from your Account. You agree that it will be your responsibility to verify the accuracy of information appearing on any checks, deposit slips, or other forms, and you agree that we will not be liable for any printing errors on any such forms. All checks, withdrawal forms, deposit slips, and transfer instructions used in connection with any Account must be on forms that we provide or otherwise expressly approve in writing. You agree to complete checks using a non-gel, black or dark blue ink that will readily transfer during any imaging of the check. We will not be liable for any resulting losses, and you agree to indemnify, defend and hold us harmless from such losses if you fail to meet your obligations as set forth in this paragraph. If a non-member requests to cash a check drawn on your Account, we may require the non-member to present acceptable identification and, at our option, place a fingerprint on the check. If the non-member refuses to comply with our requirements, we may refuse to accept the check, and you agree that we will not be liable for wrongful dishonor. In the event that the applicable Account has sufficient available funds on deposit to cover one or more, but not all of the checks or other withdrawal orders presented during any given business day, we may honor those items and allow those withdrawals in any order that we may choose in our sole discretion, including honoring first any withdrawal orders or checks payable to us and dishonoring or refusing any other item or withdrawal order for which there are insufficient funds available thereafter. Subject to applicable law, we may process all checks and other transactions in any order we choose, and we may change the order in which we process checks and other transactions at any time. To avoid fees, you should ensure that your Account contains sufficient available funds at all times to pay each of your transactions. In making distributions upon the death or disability of any Party, you agree that we may rely upon the form of the Account at the time of any such death or disability.

**2. Stale Items.** We are under no obligation to pay a check that is presented for payment more than six months from its date. In the event that a check drawn on your Account is payable by its terms within a stated period of time, we are under no obligation to pay that check if it is presented after the expiration of that time period.

**3. Overdrafts and Overdraft Protection.** You agree to maintain sufficient available funds in your Accounts at all times to pay any withdrawal order (whether oral, written, or otherwise) or item presented for payment against the applicable Account. We are under no obligation to pay any order or item (i) the amount of which exceeds the available balance in the Account upon which the order was made or the item was drawn, or (ii) that would exceed limitations imposed upon the applicable Account under our policies and procedures or under applicable law, including Federal Reserve Board Regulation D. In the event that we do pay any such order or item, we will not waive our right to dishonor any subsequent orders or items presented. If we do pay an order or item, the amount of which exceeds the available balance in the Account upon which it is drawn, or if any item deposited to your Account is subsequently returned and charged back to your Account creating an overdraft, you agree to pay us immediately the amount by which that Account is overdrawn together with any fees that we might assess. You also authorize us to deduct any overdraft from your next deposit

(including a direct deposit of social security or other government benefits), to withhold or to transfer funds from any other Account to which you are Party in amounts sufficient to cover any overdraft and resulting overdraft fees, or to use any other collection remedy available to us by law.

We determine whether your Account is overdrawn based on the "available balance." The available Account balance may be different than the actual Account balance because it takes into account funds held on your Account. Funds subject to holds are not available to pay checks, Visa® Debit/ATM Card, electronic ACH, and other types of transactions presented for payment. Holds may be placed on Account funds for various reasons, including without limitation, holds on check deposits pursuant to our Funds Availability Policy, preauthorization holds placed by merchants for signature-based Visa® Debit/ATM Card transactions, and other general Account holds. Please refer to the Electronic Fund Transfers Agreement and Disclosures for more information about Visa® Debit/ATM Card preauthorization holds. You may incur overdraft or return fees if your available balance is not sufficient to pay transactions when they are presented. To avoid fees, you must closely record and track all of your transactions so that you have a sufficient available balance at all times to pay your transactions. In addition to contacting us directly, you can check your available balance on the cuAnywhere® Online Banking and Mobile Banking systems, the Automated Teller Telephone Banking system, and at most ATMs and most point-of-sale terminals. You must be enrolled in the cuAnywhere®, Automated Teller, and Visa® Debit/ATM Card services in order to check your balance through those services.

In the event that you write a check or take any other action that would result in an Account becoming overdrawn, and if you have requested and been approved for automatic overdraft protection from another Account of yours, such check or action taken shall be deemed to be a request by you to us to transfer available funds from your Savings Account or any other eligible Account, or to make an advance under your personal Line of Credit account with us, in increments that we deem sufficient to pay such check or otherwise remedy the overdraft, together with any service charge we may impose. We will use our best efforts to transfer funds from other eligible Accounts to your Checking Account, or to make an advance under your personal Line of Credit account with us, in the manner in which you have directed in your Application. A fee may be charged for overdraft protection as set forth in the Account Services and Fee Schedule. If sufficient funds are not available, then any such item presented may be returned to the payee due to insufficient funds and a charge will be made to your Account in such amounts as we may establish from time to time. Each Party to any of your Accounts will be jointly and severally liable for overdrafts caused by any other Party to the Account. In the event the Credit Union reasonably believes that the use of your Account(s) is abusive due to excessive checks drawn on insufficient funds, excessive activity, or otherwise, we may limit or terminate certain services or your Account may be closed.

**4. Signatures and Records.** You authorize us to recognize any of the signatures set forth on the Application in the payment of funds or the transaction of any business for your Accounts. You authorize us to pay a check presented for payment even though the signature or signatures thereon do not correspond exactly with the signatures on the Application. We are not obligated to honor a check unless the



signature or signatures do correspond exactly with the signatures on the Application. We may recognize electronic signatures, facsimile signatures, signatures imprinted by mechanical devices, or any other type of signature or method of authentication, including orders to pay that are received electronically or telephonically. You agree to indemnify, defend, and hold us harmless from any losses resulting from our honoring an item which bears or purports to bear a facsimile signature resembling a facsimile signature on file with us, regardless by whom or by what means the actual or purported signature was affixed to the item.

**5. Postdated, Incomplete and Conditional Items.** You agree to indemnify, defend, and hold us harmless from any and all loss and liability that we may incur due to our payment of incomplete or postdated items, items endorsed "without recourse," or conditional items. You agree that we will not have any duty to discover or comply with postdated, incomplete, or conditional items, nor do we have any duty to comply with any notice of postdating we receive. You agree that we may disregard any information on any check or draft other than the amount of the item, the identity of the drawee bank, any magnetically encoded information, and the signature of the drawer, regardless of whether that information is consistent with any other information on the item. You agree that we may decline to accept, process or pay any item or order that, in our estimation, is ambiguous or otherwise unclear in its terms. You also agree that, at our option, we may use our best efforts to resolve any such ambiguity and you agree to release, indemnify, defend, and hold us harmless from any and all loss and liability that we may incur or that may arise in connection with our attempts to resolve any such ambiguity.

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

**(a) Governing Law and Regulations.** If you send or receive a wire transfer, Fedwire may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire. If you are a party to an Automated Clearing House (ACH) entry, you acknowledge and agree that any such entry will be governed by the National Automated Clearing House Association (NACHA) Operating Rules, the Rules of any local ACH, and the Rules of any other system through which the entry is made. Other payment orders you make may be governed by Chapter 4A of the Texas Business & Commerce Code.

**(b) Notification.** Under Chapter 4A and NACHA Rules, we are not required to give you next day notice of the receipt of an ACH entry and we will not do so, nor will we give you next-day notice of the receipt of a wire transfer. However, we will notify you of these transfers in your Account Statement.

**(c) Provisional and Final Payment.** If we credit your Account for an ACH entry or a wire transfer, the credit is provisional until we receive final settlement for the payment order. If we do not receive final settlement, or if we credit your Account by mistake, we are entitled to a refund of the amount credited and you agree that, at our option, we may reverse the credit or require that you reimburse us by way of direct payment.

**(d) Identifying Account Numbers.** You agree that we can rely upon any identifying account number given to us in connection with any ACH or wire transfer, even if the number identifies a

person different than the named beneficiary or a financial institution different from the named financial institution. You agree that neither we nor any other institution involved in the transaction has a duty to determine whether the number given matches the intended beneficiary or the named financial institution. If we receive a payment order for you that does not specify an Account suffix, you agree that we may deposit the payment into any Account of yours, including a Multiple Party Account.

**(e) Our Liability; Interest Payable.** We may be responsible your actual losses or expenses, to the extent recoverable under Chapter 4A or other applicable law, if we fail to exercise ordinary care in carrying out your instructions in connection with a wire transfer transaction. We are not responsible for the acts or omissions of third parties through whom payment orders are sent, even if those parties have acted as our agent. We are not responsible for detecting errors in any wire transfer or other payment order provided to us. We will not be responsible under any circumstances for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind arising out of a wire transfer transaction even if we have been advised or should have known of the possibility of such damages. We are not required to pay interest on any amount we may owe to you due to an unauthorized wire transfer arising out of our error unless you exercise ordinary care to discover the unauthorized transfer and promptly advise us of the relevant facts within the time period set forth below in the Account Statements paragraph. Any rate of interest that we might be obligated to pay to you as a matter of law for a delay or incorrect transfer arising out of our error will be the lower of the federal funds rate at the time of the correction or the dividend rate that we pay on the Account to or from which the funds transfer should have occurred. You agree to indemnify and hold us harmless from any cost, liability, expense (including reasonable attorney's fees) arising out of any claim by a third party alleging that any payment order of yours contravenes or compromises the rights, title, interest of any third party or contravenes any law, rule, regulation, ordinance, court order, or other mandate or prohibition with the force and effect of law (a "Claim"), unless the Claim arises out of our failure to exercise ordinary care, failure to act in good faith, or failure to act in accordance with your instructions given pursuant to this Agreement.

**(f) Security Procedures.** We reserve the right to refuse to accept any payment order. You agree that we may verify the authenticity of payment orders using our security procedures in place at the time of any such order, which may include a combination of signature verification, call back procedures, the use of identifying words or numbers, and identification via employee ID, valid driver's license, or other photo identification document. You agree that these procedures are commercially reasonable in view of your particular circumstances and the type and frequency of payment orders contemplated by you. If you do not agree with these security procedures, you must notify us in writing. In such event, we shall have no obligation to accept any payment order from you or any other authorized Parties to the Account until you and the Credit Union agree, in writing, on an alternate security procedure.

**(g) Force Majeure.** We are not liable for a failure or delay in executing a payment order according to your instructions if an interruption in communication facilities or some other circumstance beyond our control such as legal or regulatory constraints, fire, flood, or other event prevents the transfer, despite reasonable precautions



we have taken. We will, however, promptly notify you of the failure or delay and will complete the transfer as soon as possible.

**(h) Cutoff Times.** Wire transfers and other payment orders are accepted from 8:00 a.m. to 4:00 p.m. Central Time on each weekday that we are open. Except as otherwise provided in this subsection (h), transfers, payment orders, and communications canceling or amending payment orders received after 4:00 p.m. Central Time on each weekday we are open that is not a holiday may be treated as having been received on the next banking day and processed accordingly. Wire transfers and other payment orders generally may not be amended or canceled after we have accepted them, except that international wire transfers and other international payment orders may be amended or cancelled for up to 30 minutes after the time of acceptance. In all other cases, if we accept a request to amend or cancel a wire transfer or other payment order after acceptance, we will attempt to effect your request, but we make no guarantee that any such attempt will be successful.

**(i) General.** Your contractual agreement for wire transfers, ACH, and other payment order transactions may provide for additional terms and conditions. You agree that only our forms, methods, and procedures may be utilized. You also agree that in the event of an error, we may correct any such error without prior notice or approval by you. If we are required to reimburse the U.S. government for a benefit payment made to your Account by direct deposit, we may deduct all or part of the amount owed from any eligible Account on which you have an ownership interest, subject to applicable law. Any authorization you make to initiate paperless debit or credit entries will remain in effect until we receive written notice from you that your authorization has been revoked in a time and manner sufficient to provide us with a reasonable opportunity to act on it.

**7. Stop Payment.** You may stop payment of items drawn on your Accounts. You agree to indemnify, defend, and hold us harmless from any claim, loss, damage, or expense that we may incur, including attorney's fees, resulting from our refusing payment of any item on which you have stopped payment or from the payment of any item after your stop payment order has expired. A stop payment order will be effective for six months and may be renewed upon a request made in writing to us. We are not required to notify you of the expiration of a stop payment order or a renewal of any such order. A stop payment order, a renewal of an order, or a revocation of any such order shall not be effective unless delivered to us in writing to a member of our staff during our regular business hours and until we have had a reasonable opportunity to act on it. In addition, we will not be liable for the payment of an item over a stop payment order if the order is received after 9:00 a.m. on the next banking day after the banking day on which we received the item. In order to stop payment of an item drawn on your Account, you must provide us with your Account number, the check number, and any other information we may reasonably require. If that information is not provided, we will not be responsible if we are unable to stop payment. If the order is made orally, we have no obligation to honor it. If we do honor an oral stop payment order, it will only be binding for 24 hours after which it must be renewed in writing. Any stop payment order, renewal, or revocation will incur a charge as set forth on our Account Services and Fee Schedule. You agree that we may honor a stop payment order, revocation, or renewal if made by the person who signed the check to be stopped or any other person who has signed the Application or

is otherwise authorized to transact business relating to the Account. You agree that we will not be liable for any inadvertent payment of any item, notwithstanding a stop payment order, if we have used ordinary care and followed our usual practices in handling such an order. If an item is paid over a valid stop payment order due to our failure to exercise ordinary care, we may be liable to you for any loss you suffer as a result of that inadvertent payment. You agree, however, that it will be your responsibility to establish any such loss. You agree that we will never be liable for more than your actual loss and that we will not be liable for any consequential damages. If we do credit your Account after paying an item over a valid stop payment order, you agree to take whatever action we deem necessary to transfer to us all of your rights against the payee or holder of the item and to assist us if we take legal action against the payee or any other person. For information concerning your right to stop payment of preauthorized electronic fund transfers, please refer to your Electronic Fund Transfers Agreement and Disclosures. You may not stop payment of Credit Union Official Checks issued by us at your request. You may not stop payment of transactions initiated through the use of a Visa® Debit/ATM Card, or a similar device at an ATM or point-of-sale terminal.

**8. Credit Union Liability; Indemnity.** Except for losses caused by our failure to exercise ordinary care or our failure to act in good faith, you agree that we will not be liable for any action or inaction regarding the payment or non-payment of items, collection of items, other withdrawals, or the transfer of funds in satisfaction of overdrafts. In this Agreement, "ordinary care" means observance of banking industry practices that do not vary unreasonably from the general banking practices prevailing in the areas we service. Subject to applicable law, you agree that we will never be liable for any indirect, special, or consequential damages arising out of or related to our obligations under this Agreement, even if we have been advised of the possibility of such damages. If we pay an item over a forged drawer's signature, we will not be liable for more than the face amount of the item, subject to applicable law. Except for our acts and omissions caused by our (a) failure to exercise ordinary care, (b) willful misconduct, or (c) breach of this Agreement, you agree to indemnify, defend, and hold us and our officers, employees, and agents harmless from and against any losses, claims, or expenses, including attorney's fees and costs of litigation, arising out of or related to the services provided under this Agreement, subject to applicable law. You also agree to indemnify, defend, and hold us and our officers, employees, and agents harmless from any and all claims, expenses, losses, and damages arising out of our good faith reliance on any instructions provided by you. We will not be liable for the acts or omissions of a third party not within our control, and we will not be liable for any failure or delay in performance under this Agreement that is related to or caused by circumstances beyond our control.

## DEPOSIT OF ITEMS

**1. Handling of Items.** We act only as a collecting agent for any items deposited. Any deposit that we accept will be provisional and will be subject to subsequent payment verification. Just because we have made funds from a deposited check or other item available for withdrawal does not mean that the item is "good," has "cleared," or has been paid by the paying bank. It is possible that a deposited item will be returned unpaid months after we have made the



funds available to you and you have withdrawn the funds. You are responsible for all items returned on your Account, and you acknowledge that no one, including our employees, can guarantee that a check or other item you deposit will not be returned. We are not responsible for any deposit or other transaction initiated by mail until the item is actually received by us. We will not be responsible for any deposit or other transaction made through the use of our night depository or any other unattended facility until the item or items are actually removed from the depository or facility by our personnel. We will not be responsible for any deposit or other transaction during the course of delivery to us by any courier or other third party until the item or items are actually received by our personnel. We have the right to endorse all checks payable to you for deposit into your Account. We will not be liable for the negligence of any correspondent bank or institution nor for any loss incurred in transit when items are forwarded to correspondents. We will not be liable for any delay as a result of any interruption of communication facilities or any other circumstances beyond our control. We reserve the right to send any item on a collection basis only. Items drawn on institutions located outside of the United States are handled on a collection basis only. You agree to bear the risk of any change in the exchange rate with respect to any items that may be payable in foreign currency. You agree that we may charge back any item before payment without notice, regardless of whether the item has been returned. You agree that, if a check that has been deposited to your Account or cashed by you at the Credit Union is subsequently returned based upon a breach or alleged breach of any transfer warranty, presentment warranty, or otherwise, we may charge back the amount of any such item to your Account at any time without notice, and in accordance with the applicable consumer or business Account Services and Fee Schedule (collectively referred to in this Agreement as the "Account Services and Fee Schedule"), a fee may be imposed for the returned item. You agree that we may resubmit an item that has been returned to us for payment, and you waive notice that an item has been dishonored or charged back against your Account. You also agree that, if we are charged a fee by any other institution in connection with any of your Accounts, that fee expense may be charged to your Account. You acknowledge that we employ an automated collection procedure in order to more efficiently handle the high volume of items we process. For that reason, our procedures generally do not provide for the examination of items. You acknowledge and agree that reasonable commercial standards do not require us to sight-review every item presented and that any failure to perform sight-review shall not constitute a lack of ordinary care in the payment of any item.

**2. Endorsement Standards.** The area from the trailing edge of the backside of a check to 1.5 inches from the trailing edge of the backside of a check is reserved for the payee's endorsement. The trailing edge of a check is defined as the left side of the check looking at it from the front. You and all other endorsers must make your endorsement within this prescribed area. If any endorsement or other writing that you or any other endorser makes causes any error or delay in the processing of the item, you agree that you will be liable for any loss that we incur as a result of that delay or error, and you agree to indemnify, defend, and hold us harmless from any such loss.

**3. Right to Refuse Deposit.** If you request that we accept for deposit a substitute check that has not been created by a financial institution or a check that has already been deposited at a financial institution but returned, we are under no obligation to accept the check for deposit. If we do, however, you agree to indemnify, defend, and hold us harmless from any loss or liability, including consequential damages, attorney's fees, and expenses that may arise because of our acceptance of the item. In any event, in our discretion, we may refuse any deposit, limit the amount that may be deposited, accept all or any part of a deposit for collection only, return all or any part of any deposit, or close the Account subject to applicable regulations.

**4. Deposit Verification.** If a deposit is made to your Account and we subsequently determine that the amount of the deposit initially credited was incorrect, we may correct any such error and make corresponding adjustments to your Account in order to reflect the correction.

## GENERAL PROVISIONS

**1. Account Security.** You agree to exercise precautions to safeguard your identity, your Accounts, and your Account information. You agree never to give your personal information or Account information to anyone you do not know or whose identity you cannot verify. If you give your personal information to someone and that person uses your information to access your Account, you agree that such use will be deemed an authorized use for which you will be responsible. We will never contact you and ask you to give us your personal information or Account information, including user names, personal identification numbers, and Account numbers, over the telephone, by e-mail, or by text messaging. You agree not to disclose your personal information and Account information to unknown persons through these communication channels for any reason. You agree to remain vigilant for phishing and other fraudulent scams and notify us promptly if you become aware of or suspect fraudulent activity involving your identity, your Accounts, or the Credit Union. If you receive an email that appears to have been sent by the Credit Union and asks for personal or Account information, do not respond to the email and notify us immediately at the telephone number appearing at the beginning of the Electronic Funds Transfers Agreement and Disclosures. Our telephone number is also on our website at [www.advancial.org](http://www.advancial.org). If you fail to exercise reasonable care to protect your identity and safeguard your Accounts, we will not be liable unless required by law.

**2. Taxpayer Identification Number and Backup Withholding.** The Internal Revenue Service (IRS) requires most recipients of dividends and other payments to give taxpayer identification numbers to credit unions and other payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes. Credit unions and other payers must be given the numbers regardless of whether recipients are required to file tax returns. Credit unions and other payers must generally withhold a percentage of taxable dividends and certain other payments to a payee who does not furnish a taxpayer identification number. Certain penalties may also apply. In the event that (i) you have been notified by the IRS that you are subject to backup withholding due to payee underreporting and you have not received a notice from the IRS that the backup withholding has been terminated or (ii) you provide us



with an incorrect taxpayer identification number, the Credit Union is required to withhold payment, in part, of dividends owing to you in amounts determined by the IRS and to pay the dividends withheld to the IRS.

**3. Dormant Accounts.** If your Account becomes dormant, we may impose a Dormant Account Administration Fee under terms as disclosed in our Account Services and Fee Schedule. An Account is defined as dormant if for more than six months there has not been a debit or credit to the Account because of an act by you or your agent (other than us) and you have not communicated with us. If your Account has been dormant for at least a year or more, we may be required to report the Account as abandoned and send the Account balance to the appropriate state.

**4. Account Statements.** You are responsible for promptly examining each Account statement. Any objection that you may have respecting any unauthorized withdrawal, any payment order (including a wire transfer), or any other item or deposit shown on or missing from a statement, except for electronic fund transfers and claims related to substitute checks, will be waived unless made in writing to us, and received on or before the 33rd day following the date the statement is mailed or is otherwise made available, subject to applicable law. You agree that we will not be liable for any unauthorized withdrawal, any payment order, any forged, unauthorized, or altered item drawn on or deposited to your Account, any item with missing signatures or endorsements, any missing or diverted deposit, or any other error or discrepancy if you fail to notify us within that 33-day period, nor will we be liable for any forged or altered item if the forgery or alteration is not readily ascertainable upon inspection. We also will not be liable for subsequent unauthorized withdrawals by the same wrongdoer if you fail to notify us of the first unauthorized withdrawal within the 33-day period, even if the subsequent unauthorized withdrawals are reported promptly. You agree that no legal action may or will be instituted by you against us seeking the recovery of any alleged loss as a result of the payment of a forged, unauthorized, or altered item or as a result of any missing or diverted deposit, or due to any other error or discrepancy, unless you have provided us with notice within the period prescribed above and any such legal action shall have been instituted within two years after the date that the statement containing any such error was mailed or otherwise made available to you. For consumer Accounts, please refer to your Electronic Fund Transfers Agreement and Disclosures to determine your notification obligations in the event of unauthorized electronic fund transfers or other errors in connection with such transfers. Some errors related to consumer international payment orders (“remittance transfers”) may be subject to different notification obligations as disclosed at the time remittance transfer services are provided. The Funds Availability Policy discloses your notification obligations for claims related to substitute checks.

Unless we adopt alternative procedures from time to time, checks drawn on your Account will not be returned to you and copies of checks will be made available to you upon your request, subject to any fee disclosed in the Account Services and Fee Schedule. You agree that your duty to examine statements promptly and your obligation to notify us in the event of any error is not waived or diminished in any respect by our retention of checks drawn on your Account.

You will receive an Account statement monthly for your Checking Accounts. You will receive an Account statement at least quarterly for your Savings Accounts. It is your responsibility to ensure that your Account statements are received, and you agree that we will not be responsible for the loss or theft of your statements. You agree to notify us immediately if you fail to receive a statement for your Checking Accounts monthly or a statement for your Savings Accounts at least quarterly. It is important that you make note of the time that you regularly receive your statement. You agree to notify us immediately and in any event within 10 days of that time, if you fail to receive your statement within the regular time. You agree, further, to notify us immediately and in any event within 30 days of any changes to your name, address or other personal or business contact information on file with us such as telephone numbers and email addresses. You agree that we may, but are not required to, change your address of record if we receive an address change notice from the U.S. Postal Service or if a third party in the business of providing correct address information notifies us that your address of record is inconsistent with the address the third party has for you.

Unless we have agreed otherwise, we will mail your Account statement to the most recent address we have in our records for the Primary Member. We are only required to provide the Account statement, notices, and other communications to the Primary Member on the Account who is responsible for providing Account statement and all other notices and communications to all other Account Parties. Notice to one of you shall be considered notice to all. You acknowledge that any person your Account statement is provided to may have access to Account information for all of your Accounts, including Accounts in which the person with access may have no ownership interest, and we are not responsible for such access.

**5. Illegal Transactions.** You agree to comply with applicable law in maintaining your Accounts with us, including without limitation United States economic sanctions laws and regulations issued by the United States Department of Treasury, Office of Financial Assets Control, and Presidential Executive Orders. We are prohibited from processing illegal transactions through your Accounts or through our relationship with you, including unlawful Internet gambling transactions. You may not use your Account in any manner or for any transaction that we believe poses an undue risk of illegality, and we may refuse to process or authorize any such use or transaction. If you engage in illegal transactions or unlawful activity, we also may impose restrictions on your Account, including restricting your access to Account services, or we may close your Account. If you use your Account relationship or engage in a transaction that is determined to be illegal, you will be liable to us to the extent not prohibited by applicable law. You waive any right to take legal action against the Credit Union for any illegal use or transactions and you agree to indemnify, defend, and hold the Credit Union and any third-party processors harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use or transactions.

**6. Legal Process.** You authorize the Credit Union to recognize and honor legal process issued against you from any jurisdiction or state. You agree that we may debit your Account for charges and costs, including attorney’s fees, in connection with review, negotiations, responses, appearances, and the production of statements, items,





or other documents pursuant to subpoenas, court orders, levies, garnishments, or other instruments of legal process to the extent not otherwise prohibited by law. You agree that any levy, attachment, or garnishment against your Account will be subject to our contractual and statutory liens set forth below, and you authorize us to exercise that contractual lien whether or not any outstanding obligation is in default, subject to applicable law.

**7. Statutory Lien.** Federal law grants us the right to impress a lien on all funds in any Account that you have with us if you are in default or otherwise fail to satisfy a financial obligation with us. We may exercise this right without further notice to you. This lien applies to all Accounts that you have with us, to the extent permitted by law, including Accounts that you hold jointly with another person.

**8. Contractual Lien.** Unless otherwise prohibited by applicable law or our policies and procedures, you may pledge all or any part of your shares as security for any loan. In addition to any lien we have as a matter of law, you grant us a contractual lien on all shares and accrued dividends in any Account in which you have an interest to the extent of any loans made to you and any other obligation of yours that you owe to us, which lien secures repayment of any such loan or obligation to the extent not prohibited under the federal Truth in Lending Act. You are not giving a security interest in any shares in an IRA or any other Account which, if pledged, would result in the loss of special tax treatment under the Internal Revenue Code. You agree that, if any such Account is a Multiple Party Account, the entire amount in such Account shall be subject to our lien and shall secure the indebtedness of each Party owing to us. You agree that we may exercise our lien and apply the entire amount in any such Account against the indebtedness of any Owner owing to us notwithstanding the interest of any other Owner in the Account, and without notice. You agree to pay us all expenses and costs, including attorney's fees, that we may incur in defending or enforcing our right to exercise our lien against the indebtedness of any one or more Owners, and you agree that we will not be liable for dishonoring checks or other items where the exercise of our lien or any right of offset that may exist results in there being insufficient funds in the Account to honor such items. If we cash a check for you over the counter at your request and any such check is subsequently returned unpaid for any reason, you agree that we may charge the amount of the item against your Account, and in accordance with our Account Services and Fee Schedule, a fee may be imposed for the returned item. If we elect not to enforce our lien at any time, we do not waive our right to enforce that lien on subsequent occasions. The lien secures all direct and indirect indebtedness that you may owe to us whether as a borrower, co-maker, guarantor, or otherwise. You agree that, with regard to any indebtedness owing to us secured by your principal residence, our lien on shares and dividends shall not be construed so as to diminish or forfeit any security interest in or indebtedness secured by such residence, nor shall our lien be construed so as to permit the modification of any claim we may have under 11 U.S.C. §1322(b)(2), and to the extent that this lien is so construed, it is hereby waived and shall be void.

**9. Dispute Resolution.** If (i) we suspect that fraudulent misconduct is or has taken place with respect to any Account, (ii) we are notified that a Party to an Account has died or is incompetent to manage his or her affairs, (iii) we have been notified that a dispute exists between or among the Parties to the Account or third parties with regard to their respective interests in the Account,

(iv) there are competing claims to funds on deposit, or (v) we are in doubt concerning the respective interests of any Parties to an Account, we may restrict withdrawals from the Account until we are satisfied that any obligation we may have at law and under this Agreement has been met or until any such dispute, doubt, suspected fraudulent misconduct, or probate matter has been resolved by a court of competent jurisdiction or by written settlement agreement entered into by all Parties to the Account and any third party making claim to funds in any such Account. You agree that we may recover any attorney's fees or costs expended in connection with the foregoing, which fees will be payable by you directly or out of the Account made the subject of any such doubt, dispute, misconduct, or probate proceeding, or out of any other Account in which you have an interest. You agree, further, that the Credit Union may impose withdrawal or other transaction limitations on any of your Accounts at any time, including your ability to access your Accounts electronically or otherwise, if you are delinquent under any obligation you owe to the Credit Union.

**10. Notices.** Unless otherwise provided in any of our agreements or disclosures we have provided to you, any notice you provide to us must be in writing and will not be effective until we have actually received it and have had a reasonable opportunity to act on it. Unless we specify otherwise in any notice we provide to you, notices from us will be effective when mailed or otherwise delivered or made available to you.

**11. Power of Attorney.** You agree that, subject to applicable law, we shall be under no obligation to recognize and honor any power of attorney that authorizes someone to deal with your Account on your behalf. If we do accept a power of attorney, an agent may not make a survivorship designation on behalf of the principal.

**12. Withdrawal of Services.** In the event that any member becomes delinquent on an obligation to us, causes us a loss, or makes known his or her intention to cause us a loss, whether by way of loan default, Account overdraft, or otherwise, or in the event that any Credit Union member has been abusive in the conduct of his or her affairs with the Credit Union, it is our policy to withdraw or restrict member services otherwise extended to that member, including but not limited to the right to maintain certain Accounts, the right to payment of certain dividends, and the availability of electronic fund transfers services, including without limitation preauthorized transfers, telephone, computer, and mobile access services, and ATM and debit card services, and you agree that we may do so. Any electronic access restrictions we impose under these circumstances may apply to all of your Accounts. Unless expelled from membership, members have a right to maintain a Primary Savings Account and to vote in annual and special meetings. Under certain circumstances, services may be reinstated if any delinquency, loss, or abuse is subsequently cured.

**13. Closing the Account.** Any Account Owner may close the Account at any time, except that only the Primary Member may close the Primary Savings Account. Closing the Primary Savings Account will close the Membership Account. We reserve the right to require the written consent of all Account Owners to close a Multiple Party Account. Your right to close an Account is subject to any statutory or contractual lien existing in our favor and any legal process levied against any such Account. If we pay any item or



payment order after your Account is closed, you agree to reimburse us. We may close any Account at any time and disburse funds on deposit in any such Account to the Owners of the Account or to us in satisfaction of any obligation owing to us, in any manner we deem appropriate, if (i) any of the events set forth in the preceding paragraphs 9 or 12 should arise, (ii) we believe that we may suffer a loss if the Account is not closed or we believe that the volume of Account activity exceeds that which we can reasonably and safely process, (iii) we determine that any Party to the Account or party claiming an interest in the Account has been abusive in the use of the Account or in the conduct of his or her affairs with the Credit Union, (iv) our attempts to verify your identity have failed, (v) you do not cooperate with our reasonable requests in connection with maintenance of your Account, or (vi) there has been a change in Account ownership or a change with regard to the persons authorized to sign on the Account.

**14. Bylaw Requirements.** You must maintain your membership share in the Credit Union to retain membership. If you fail to complete payment of your membership share within six months of admission to membership or within six months from an increase in the par value of shares, or if you reduce your share balance below the par value of one share and do not increase the balance to at least the par value of one share within six months of the reduction, your membership may be terminated. We additionally reserve the right to require a member intending to make a withdrawal from any Savings Account to give written notice of such intent not less than seven days and up to 60 days before each withdrawal.

**15. Death or Incompetence of Account Owner.** We may continue to accept deposits to an Account, to pay items drawn against an Account, to pay other payment orders against an Account, and allow any other transactions with respect to an Account until we are notified of an Account Owner's death and we have a reasonable opportunity to act upon any such notice. Subject to our policies and procedures, and subject to any separate agreement we may enter into with any surviving Account holder, once we are notified of an Owner's death or adjudicated incompetence, we may pay items drawn against the Account or other payment orders authorized by the deceased Account Owner for a period of 10 days after the Account Owner's death unless we are ordered to stop payment by a person claiming an interest in the Account. We may require any person claiming an interest in the Account to indemnify us against any losses arising out of the payment of any such claim, and this Agreement will be binding upon the heirs or legal representatives of any deceased Account Owner or any Account Owner who is adjudicated incompetent. On the death of an Account Owner, we may choose in our discretion whether to continue paying dividends on the Account. If any surviving Joint Owner is a member of the Credit Union, we may require that the Account be closed and that the funds be transferred to the surviving Joint Owner's Account.

**16. Attorney's Fees.** In addition to any other rights we may have at law or under this Agreement to recover fees and costs, we shall be entitled to recover reasonable attorney's fees and costs expended in connection with the enforcement of this Agreement and the defense of any rights we may have under this Agreement, regardless of whether we elect to bring suit for those purposes, and you authorize the Credit Union to deduct any such fees and costs from your eligible Accounts without prior notice to you.

**17. Amendment.** We may add to, change, or delete the terms

of this Agreement, the Truth-In-Savings Account Disclosures and Account Services and Fee Schedule, and any notice, agreement, policy, or procedure made part of this Agreement, from time to time in our sole discretion, subject to notification as required by applicable law.

**18. Severability.** If any provision of this Agreement shall be declared invalid, unenforceable, illegal, or void as against public policy by a court, administrative agency, or any other authority of competent jurisdiction, that provision will not affect the validity, enforceability, or legality of any other provision.

**19. Reopened Accounts.** Should your Account be closed one or more times by withdrawal of the balance of the Account and later reopened by you, such reopened Account shall be subject to all of the terms and conditions of this Agreement, whether or not any new Account Application or other Account agreement is signed.

**20. Governing Law.** This Agreement shall be governed by the Federal Credit Union Act, the Rules and Regulations of the National Credit Union Administration, the Credit Union's Bylaws, and solely to the extent not pre-empted by federal law, the laws of the State of Texas. Subject to applicable law, you acquiesce and submit to personal jurisdiction in the State of Texas and venue is proper in Dallas County, Texas.

**21. Credit Reports.** You authorize us to check your credit and employment history, and to request and use credit reports (i) when considering any Application to open an Account or any application for related financial services and (ii) in connection with maintenance of your Accounts. We may report information about your share and loan accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report. If you believe that information we have reported or may report to a credit bureau is inaccurate or incomplete, please notify us in writing at:

**Advancial Federal Credit Union  
Attn: Asset Management Department  
1845 Woodall Rodgers Fwy., Suite 1300  
Dallas, TX 75201-2260**

Include your name, address, home telephone number and Account number and identify the information you believe is incorrect. If your notification relates to an incident of identity theft, we will require a copy of your identity theft report filed with law enforcement authorities.

**22. Direct Disputes of Information Appearing in Credit Reports.** You may dispute directly to us any information contained in a credit report that pertains to an account or other relationship we have or have had with you. We will investigate such disputes if you notify us in writing at any address for us that appears in the credit report or at the following address:

**Advancial Federal Credit Union  
Attn: Asset Management Department  
1845 Woodall Rodgers Fwy., Suite 1300  
Dallas, TX 75201-2260**

In your letter, you must include sufficient information for us to identify the Account or other relationship in dispute, and you must



identify the specific information you are disputing and explain your basis for the dispute. You also must provide all supporting documentation or other information we may reasonably require to substantiate your dispute. If you do not comply with these requirements, we may decline to investigate your dispute.

**23. Assignment.** You may not assign your Account or this Agreement, or any of your rights under this Agreement, without our express written consent, which we may withhold in our sole and absolute discretion.

**24. Headings.** The titles and headings of the various sections of this Agreement are for the sole convenience of the parties to this Agreement and are not intended for any other purpose or to explain, modify, or place any construction on any of the provisions of this Agreement.

**25. No Waiver of Rights.** We do not waive any of our rights or remedies under this Agreement unless we agree to any such waiver in a writing signed by us. If we delay or omit to enforce any of our rights or remedies under this Agreement, such delay or omission shall not operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not prevent us from enforcing our rights and remedies on future occasions.

**26. Confidentiality.** Protecting your privacy and the security of your personal information is very important to us. Our privacy and security practices are explained in our Privacy Notice included with this Agreement. We will only disclose your personal information to nonaffiliated third parties (i) as necessary to carry out or complete transactions you have requested, including verifying the existence of sufficient funds, (ii) on your written instructions, and (iii) as otherwise permitted or required by law, such as in connection with court orders or subpoenas.

**27. Cooperation in the Investigation of Claims of Unauthorized Activity.** If you submit a claim of unauthorized activity relating to your Account, you agree, on our request, to (i) adequately describe your claim in writing in a signed affidavit, declaration under penalty of perjury, or any other form that we provide, and (ii) cooperate with us in all respects in the investigation of your claim, including promptly completing and returning to us any documentation that we may require. If you fail to fully cooperate with us in the investigation of your claim, we may terminate our investigation and revoke any provisional credit we have provided to you.

**28. Electronic Signatures and Records.** You agree that we may act upon and rely upon documentation, correspondence, or other instructions with respect to your Accounts that we receive by way of electronic or facsimile transmission, including Account agreements, requests to modify Accounts, loan agreements, and any other order with respect to your Accounts, and you agree to such verification procedures as we may implement from time to time. By using a computer, mobile device, signature pad, or other electronic device in connection with authorizing and completing transactions with us, you agree to the use of electronic signatures and any such signature of yours will be deemed your handwritten signature for all purposes. You agree that we may maintain copies of Account records, including copies maintained electronically, in lieu of any originals and that any such copies will be considered original records for any purpose, including admissibility in evidence as original records before any court or administrative agency.

**29. Communications.** In order to ensure we carry out your instructions accurately and to provide quality member service, you consent to the monitoring and recording of telephone conversations and other communications between you and us. You also agree that, to the extent permitted by law, we may contact you for any purpose at any address or telephone number you have provided to us, including any e-mail address or cellular telephone number, and through any other available communication channels such as text messaging. If you provide your email address, we may

send email messages concerning member benefits available to you. Voice and data charges imposed by your communications carrier are your responsibility.

## ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURES

*Telephone Number for Notification of Unauthorized Use, Stop Payment of Preauthorized Transfers, and Error Resolution: 800.322.2709 or 214.880.0141.*

### AGREEMENT

**I. General.** In this Agreement and Disclosures (“Agreement”), the words “you,” “your,” and “Party” refer to any person to whom an Advancial Federal Credit Union Visa® debit/ATM card (“Card”) is issued, any person to whom a Personal Identification Number (“PIN”) or password (both of which are collectively referred to in this Agreement as a “PIN”) is issued in connection with any such Card or other electronic fund transfer service, any person authorized to use or given access to use any such Card or PIN, and any Owner on any Credit Union Account which may be accessed by the Card or a PIN. The words “we,” “us,” “our,” and “Credit Union” refer to Advancial Federal Credit Union. You agree that any use of a Card or PIN by you shall be governed by the (i) terms and conditions set forth in this Agreement, (ii) any additional terms, conditions, and disclosures provided at the time you arrange for a service, and (iii) the terms of the Membership and Account Agreement, all of which are incorporated into this agreement by reference. The terms appearing below generally apply to all of our electronic fund transfer services, unless we reference a specific service in connection with any term, condition, or disclosure. All services are provided subject to approval. Additional terms, conditions, and disclosures may be furnished at the time you arrange for a service. In the event of any conflict between terms, the terms of any additional terms, conditions, or disclosures provided in connection with a particular service shall prevail, followed by the terms of this Agreement, then the terms of the Membership and Account Agreement, unless one of those agreements specifically provides for a different priority. Capitalized terms used in the Agreement and Disclosures, but not defined herein, shall have the same meaning as in the Membership and Account Agreement.

**2. Overdrafts.** You agree that you will not use your Card or a PIN to withdraw or transfer funds from your Account in amounts exceeding the available balance in your Account at the time of any such transfer. Please refer to the Overdrafts and Overdraft Protection section of the Membership and Account Agreement



for more information about the “available balance.” You agree that we will be under no obligation to make a withdrawal or transfer if there are insufficient available funds in your Account. If your Account has sufficient available funds to cover one or more but not all checks, withdrawal orders, or electronic fund transfers during any given business day, then subject to applicable law, we may honor those items, allow those withdrawals, or make any such electronic fund transfers in any order that we choose in our sole discretion, including first honoring any such checks, orders, or transfers payable to us, and dishonoring or refusing any item, order, or transfer for which there are insufficient funds available thereafter. You agree that your use of the Card and/or a PIN shall be subject to the Overdrafts and Overdraft Protection section of the Membership and Account Agreement and any overdraft line of credit agreement you may have with us. If you qualify for our Check Clear<sup>®</sup> courtesy pay service, and you wish to have courtesy pay consideration extended to your one-time Visa<sup>®</sup> Debit/ATM Card transactions, you must complete a separate opt-in authorization. We will not consider paying one-time Visa<sup>®</sup> Debit/ATM Card transactions using the Check Clear<sup>®</sup> courtesy pay service unless you have separately opted-in. Please contact the Credit Union to receive an opt-in authorization form. The Check Clear<sup>®</sup> courtesy pay service is not available for business Accounts.

**3. Stop Payment.** Unless otherwise provided in any terms or disclosures that apply to a service, you acknowledge and agree that you may not stop payment of any transaction initiated through use of the Card or a PIN.

**4. Card and PIN Security.** You agree to keep your Card and PINs in a place of safekeeping, to refrain from disclosing your PINs to any third party, to refrain from writing your PIN on your Card, and to refrain from recording or displaying your PINs in such a manner that they will be accessible by third parties. You agree to follow our security procedures to authenticate your identity when requesting Account access or transactions. You agree that the use of the Card or PIN by (i) you, (ii) any other applicant, (iii) any Party to any of your Accounts that may be accessed by the Card or PIN, (iv) anyone you permit or authorize to use your Card or PIN, and (v) anyone to whom you disclose your PIN or give access to your Card or PIN shall be deemed an authorized user for which you shall be liable. If you use your device to access your Account using our Mobile Banking application (“app”) and your device features Apple<sup>®</sup> Touch ID or a similar authentication method, you agree not to allow any other person to establish their fingerprint or other biometric identification on your device for purposes of authentication. If you do, and the person uses your device to access the service, such access will be deemed authorized by you and we will not be responsible. You are responsible for reporting the loss or theft of your Card or PIN to us as soon as possible after the loss or theft. You understand and agree that anyone you authorize to use your PIN may be able to review information for all of your share and loan Accounts, including Accounts in which the person with access may have no ownership interest.

**5. Surrender, Cancellation, and Amendment.** You agree to surrender your Card to us upon demand. You agree, further, that the Card shall at all times remain our property and that we may restrict or terminate any one or more electronic fund transfer services or cancel this Agreement at any time, subject to such notification as may be required by applicable law. We may suspend or terminate your EFT services, for example, if you default or cause us a loss on any loan or other obligation to us or if you are abusive in the use of your

EFT services, including repeated overdrafts. Any electronic access restrictions we may impose under these circumstances may apply to all of your Accounts. In certain circumstances, electronic services may be reinstated if any delinquency, loss, or abuse is subsequently cured. You also agree that we may add to, change, or delete the terms of this Agreement from time to time, subject to such notification as may be required by applicable law. You may terminate this Agreement or a service at any time by notifying us in writing, you will remain liable for all transactions you make or authorize both before and after any termination. We are not required to notify any other Account Parties if a Party terminates or makes changes to one or more services that affect other Account Parties’ access to the services. The Party making changes is responsible for notifying the other Account Parties in such event.

**6. Preauthorization Holds.** When you use your Card at certain merchants such as self-service gas stations, restaurants, hotels, airlines, and rental car companies, the merchant may request a preauthorization hold to cover the final transaction amount. The preauthorization hold may be in an amount greater than the actual purchase amount and may be placed on your Account for up to five days. You may not access funds that are subject to a preauthorization hold, and they will not be available to pay your transactions. Preauthorization holds may remain on your Account for up to five days after the transaction, even after the transaction has been paid. In addition, even after a preauthorization hold is released, the transaction may be posted to your Account at any time. As a result, you must ensure that sufficient funds are available and remain in your Account to pay for your Card and all other transactions. Preauthorization holds and other kinds of Account holds can affect the availability of funds to pay any transaction on your Account, including without limitation, checks, electronic transactions such as Visa<sup>®</sup> Debit/ATM Card, ACH, and other withdrawal transactions. You may incur overdraft or return fees if sufficient funds are not available. To avoid fees, you must closely record and track all of your transactions so that you have a sufficient available balance at all times to pay your transactions. To determine the amount of a preauthorization hold placed on your Account, you can ask the merchant. You can also check your available balance on the cuAnywhere<sup>®</sup> Online Banking and Mobile Banking systems, the Automated Teller Telephone Banking system, and at most ATMs and point-of-sale terminals. You must be enrolled in the cuAnywhere<sup>®</sup> Online Banking, Automated Teller, and Visa<sup>®</sup> Debit/ATM Card services to use those services. You acknowledge and agree that you are responsible for ensuring that sufficient funds are available in your Account at all times to pay your transactions. We are not responsible for any fees or other costs you may incur for payment or dishonor of items or payment orders because of preauthorization and other holds placed on your Account funds.

**7. Confidentiality.** Electronic fund transfer services such as the Automated Teller Telephone Banking and cuAnywhere<sup>®</sup> Online Banking and Mobile Banking services may allow a user to obtain certain information about the Primary Member and all of the Primary Member’s Credit Union Accounts, including all share and loan Account information, even if the user is not an Owner or is otherwise not authorized on all Accounts. The Primary Member acknowledges and agrees that any user authorized by any Party to use a PIN or a Password to access the services will have full access to the Primary Member’s Account information available through the services, and we are not responsible for access by such persons.



**8. Visa® Business Debit/ATM Card.** Notwithstanding any other provision of this Agreement or any other agreement a business Account Owner has with us, the Visa® Business Debit/ATM Card is solely governed by the Visa® Business Debit/ATM Card Agreement and is not subject to this Agreement.

**9. cuAnywhere® Online Banking and Mobile Banking Service.** The cuAnywhere® Online Banking and Mobile Banking Service is an online banking service that allows users to review their Accounts online, conduct electronic fund transfers between Accounts, make bill payments, and perform certain other transactions and account inquiries. The online banking and mobile banking service requires a Profile ID and password to access the service. Once a master Profile ID is established, anyone using the master Profile ID may set up additional Profile IDs and set transaction limitations for the additional Profile IDs. The additional Profile IDs are not authorized to add or delete Profile IDs or change transaction limitations for any Profile ID. Any Account Owner, without the consent of the Primary Member or any other Owner, may establish the initial master Profile ID and is authorized at any time to reset the master Profile ID, delete all other Profile IDs, and set new Profile IDs and limitations. Each Owner is authorized to act for the other Account Owners, and the Credit Union may accept orders and instructions regarding transfers or any other business for the online banking service from any Owner.

**10. Visa® Debit/ATM Card PIN-less Debit Transactions.** The Card has been enabled for non-Visa® debit transaction processing on the PULSE® network. Additional networks may also permit non-Visa® debit transaction processing. If a merchant permits, you may choose to route point-of-sale Card payments through the foregoing networks. Such transactions do not require authentication with your PIN and are not covered by the benefits and protections in this Agreement and Disclosures that apply to Visa® Debit/ATM Card transactions. Actions that may be required for transactions to carry Visa-associated benefits and protections include presenting the Card for payment at a Visa® terminal and indicating that you do not wish the transaction to be processed as a non-Visa® transaction. If a merchant offers the opportunity to route your Card payment as a non-Visa® transaction, you will be advised and given opportunity to indicate your preference when completing the transaction.

**11. Advancial Rewards Card Program.** With the Advancial Rewards Card Program, you can earn rewards points when you purchase eligible goods and services with your Card. Accumulated points may be redeemed for many valuable reward options. The Advancial Rewards Card Program is subject to separate Terms and Conditions provided separately.

**12. Additional Provisions.** You agree that the Credit Union shall be entitled to recover any money owed by you as a result of your use of the Card or a PIN, and you agree to repay any amounts that create an overdrawn balance immediately upon demand. We may waive or decline to enforce any of our rights under this Agreement without affecting any of our other rights. Should any provision of this Agreement and Disclosures be determined to be invalid or unenforceable, that determination shall not affect the validity or enforceability of any other provision.

## DISCLOSURES

*Note to Business, Association, and Organization Account Holders. The following disclosures are provided for the benefit of consumers pursuant to the Electronic Fund Transfer Act and Regulation E of the Bureau of Consumer Financial Protection. The Act and Regulation do not apply to business, association, or organization Accounts. If you are a business, association, or organization Account holder, the disclosures below relating to liability for unauthorized transfers, Credit Union liability, preauthorized payments, and error resolution do not apply to your business Accounts. The remainder of the disclosures are provided for informational purposes only*

*and are not intended to expand the scope or coverage of the Act or Regulation to business, association, or organization Accounts.*

**I. Transfer Types and Limitations.** The following electronic fund transfer services are available:

**(a) Visa® Debit/ATM Card Account Access.** If we approve your application, you may use your Visa® Debit/ATM Card and PIN at automated teller machines and point-of-sale ("POS") terminals that accept the Card. You may perform the following types of transactions:

- Make deposits to your Checking, Savings, and Money Market Savings Accounts at Advancial deposit-enabled ATMs. All deposits are subject to verification before being credited to any Account. Check deposits are credited subject to collection. We may impose holds on funds deposited at our ATMs in accordance with applicable law.
- Withdraw cash from your Checking, Savings, and Money Market Savings Accounts.
- Transfer funds from your Checking, Savings, and Money Market Savings Accounts.
- Inquire as to the balance in your Checking, Savings, and Money Market Savings Accounts.
- Pay for purchases and receive cash back at places that have agreed to accept the Card. Signature-based point-of-sale transactions do not require a PIN but may require positive identification. This debit feature is limited to Cardholders who have a Checking Account with us. If you do not have a Checking Account, see the Transfer Limitations section below.
- If your Card has a debit feature, your Card works much like a check when you use it to make purchases. However, you may not stop payment of any transaction completed with your Card. In certain circumstances, you may stop payment of Card payments that you have authorized in advance to recur at substantially regular intervals. Please refer to the Preauthorized Payments section below for additional information. The Card is not a credit card and you may not defer payment of your transactions. If you have a problem with the goods or services purchased with the Card, you will have to settle it directly with the merchant.

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

**Transfer Limitations.** If the Primary Member Cardholder does not have a Checking Account with us, your Card does not have a debit feature and may be used at ATMs only. You may withdraw cash using your Card and PIN up to a maximum of \$1,000 each day, in the aggregate, from your Checking, Savings, and Money Market Savings



Accounts using ATM machines that accept the Card, subject to sufficient available funds in the Accounts. PIN-based (debit button) and Signature-based (credit button) POS transactions may be performed from your Checking and Money Market Savings Accounts and are limited in the aggregate to \$5,000 per day, subject to sufficient available funds in the Accounts. PIN-based and Signature-based POS transactions may not be performed from your Savings Account.

Please refer to Section 2 below for additional transfer limitations applicable to this service.

**(b) Automated Teller Telephone Banking Account Access.** If we approve your application, you may use your Account number and audio response PIN with a touchtone telephone 24 hours a day to:

- Transfer funds between your Checking, Savings, and Money Market Savings Accounts.
- Request that a check be mailed to your address on file for a withdrawal from your Checking, Savings or Money Market Savings Account.
- Obtain your recent Account history and balance information for your deposit and loan Accounts.
- Make payments on your loan accounts with us from your Checking, Savings, and Money Market Savings Accounts.
- Access your personal Line of Credit account.

This service may be unavailable for a short time periodically for system maintenance.

Please refer to Section 2 below for transfer limitations applicable to this service.

**(c) cuAnywhere® Online Banking and Mobile Banking Account Access.** If we approve your application, you may access your Accounts 24 hours a day through the Internet with your Profile ID and password to:

- Transfer funds from your Checking, Savings, and Money Market Savings Accounts.
- Request that a check be mailed to your address on file for a withdrawal from your Checking, Savings, or Money Market Savings Account (Online Banking Only).
- Obtain your recent Account history and balance information.
- Make payments on your loan accounts with us from your Checking, Savings, and Money Market Savings Accounts.
- Obtain the most recent year-end tax information (Online Banking Only).

These services may be unavailable for a short time each day for system maintenance. Your contractual arrangement and any User Instructions for the cuAnywhere® Online Banking and Mobile Banking Services may provide for additional terms, conditions, disclosures, and limitations. We reserve the right to set limits on transaction amounts, subject to notification as required by applicable law.

Please refer to Section 2 below for transfer limitations applicable to this service.

You may register to access your Accounts on our Mobile Banking app using Apple® Touch ID. Multiple devices with the Touch ID feature may register for Account access. The Touch ID feature may be switched off for the Services within the cuAnywhere® Online Banking program

and within the app. Touch ID may also be completely disabled on your Apple® device by accessing the Settings menu. Please refer to the Card and PIN Security section above for important security terms when accessing your Accounts with Touch ID.

**(d) Advancial Bill Payer.** If you have been approved to use the cuAnywhere® Online Banking or the Mobile Banking services, you may make bill payments from your Checking, Savings or Money Market Savings Account to third parties as designated in the User Instructions and to other payees for which the Credit Union has a proper vendor code number. Your contractual arrangement and any User Instructions for the Advancial Bill Payer and the Mobile Banking services may provide for additional terms, conditions, disclosures, and limitations. We reserve the right to set limits on transaction amounts, subject to notification as required by applicable law.

Please refer to Section 2 below for transfer limitations applicable to this service.

**(e) Direct Deposit and Preauthorized Withdrawal Transfers.** You may make arrangements for certain direct deposits to be accepted into your Checking, Savings, and Money Market Savings Accounts or to pay certain recurring bills from your Checking, Savings, and Money Market Savings Accounts. You must notify us at least 30 days in advance to cancel or change a direct deposit or other transfer authorization to transfer funds into your Account with us. See Section 6 below for information regarding stop payment of preauthorized withdrawal transfers.

Please refer to Section 2 below for transfer limitations applicable to this service.

**(f) Electronic Check Conversion.** If you pay for something by check and the merchant or other payee permits, you may authorize the merchant or other payee to make a one-time electronic payment from your Checking or Money Market Savings Account using information from your check to pay for purchases or pay bills. You may also authorize a merchant to electronically debit your Checking or Money Market Savings Account for returned check fees. You are deemed to have authorized these transfers if you sign an authorization or if you engage in the transaction after receiving notice that the transfer will be treated as an electronic fund transfer.

**2. Additional Transfer Limitations.** Subject to the limitations set forth herein, you may transfer funds between your Checking, Savings, Money Market Savings, and other eligible Accounts up to the available balance in the Account at the time of the transfer. Your Primary Savings Account must maintain a minimum daily balance of \$5 at all times and you may not make transfers or withdrawals that would cause your balance to fall below the required minimum daily balance.

Additionally, government regulations restrict certain types of transfers and withdrawals from Savings and Money Market Savings Accounts. During any calendar month, you may not make more than six (6) of the following transactions, or a combination of such transactions, from your Savings Account or Money Market Savings Account by way of a preauthorized or automatic transfer, including an automatic overdraft protection transfer, or pursuant to a telephonic agreement, or by way of any other type of payment order or instruction: A payment made by check, draft, debit card, or



similar method to a third party; any type of telephone or computer order or instruction to pay a third party; any other written or oral instructions to pay a third party from your Savings Account or Money Market Savings Account at a certain time or according to a certain schedule, including automated clearing house (ACH) payments or debits from your Savings Account or Money Market Savings Account; a telephone, computer, oral, or written order or instruction to transfer money from your Savings Account or Money Market Savings Account to another account within the Credit Union, except when such transfers are to repay Credit Union loans of yours or are made to another Credit Union account of yours and are performed by mail, messenger, automated teller machine, or in person. Additionally, withdrawals made by telephone via check mailed to you do not count toward the transaction limitations. We may refuse or reverse a transfer that exceeds the limitations and we may assess fees against, suspend or close your Account in such instances.

In addition to the foregoing, and in accordance with the Account Services and Fee Schedule, the first three (3) transactions from your Money Market Savings Account per calendar month will not be assessed a transaction fee, but any type of withdrawal or transfer transaction in excess of three (3) per calendar month will incur a transaction fee as outlined in the Account Services and Fee Schedule.

We reserve the right to further limit the dollar amount or frequency of withdrawals or transfers or to impose other limits or restrictions on the use of the Card without advance notice to you in order to ensure the security of your Account and the Card(s).

We additionally reserve the right to require a member intending to make a withdrawal from any Savings Account to give written notice of such intent not less than seven days and up to 60 days before each withdrawal.

**3. Fees.** Please refer to our Account Services and Fee Schedule accompanying this Agreement for fees and charges that apply in connection with your use of our electronic fund transfers services. When you use an ATM not owned or operated by us, you may be charged an additional fee by the ATM operator or any network used. The ATM operator or network may charge you a fee for a balance inquiry even if you do not complete a funds transfer.

**4. Business Days.** Our business days generally are Monday through Friday. We are closed on all federal holidays except for Presidents' Day and Columbus Day. We also are closed the day after Thanksgiving and Christmas Eve. Some branch offices may also be closed on additional days.

#### **5. Documentation.**

**(a) Terminal Transfers.** You can get a receipt at the time you make any transfer of more than \$15 to or from your Account using an ATM or a point-of-sale terminal.

**(b) Periodic Statements.** You will receive a monthly Account statement from us for your Checking, Savings, and Money Market Savings Accounts if there is electronic fund transfer activity on the Account during the statement period. In any event, you will receive a statement for your Accounts at least quarterly.

**(c) Direct Deposits.** If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call us at 800.322.2709 to find out whether or not the deposit has been made. You may also verify deposits through the Automated Teller Telephone Banking, *cuAnywhere*® Online Banking, and Mobile Banking systems.

#### **6. Preauthorized Payments.**

**(a) Right to Stop Payment of Preauthorized Transfers and Procedure for Doing So.** If you have arranged in advance to make regular payments from your Account, you can stop any of these payments. Here's how:

Call us or write to us at the telephone number or address listed in these disclosures in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

**(b) Notice of Varying Amounts.** If these regular payments may vary in amount, the person or company you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

**(c) Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses or damages proximately caused by our failure.

**7. Contact in Event of Unauthorized Transfer.** If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call us during our business hours at:

**214.880.0141 or 800.322.2709**

or write to:

**Advancial Federal Credit Union  
1845 Woodall Rodgers Fwy., Suite 1300  
Dallas, TX 75201-2260**

Telephoning us immediately at the number above is the best way to keep your possible losses down. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

You may report a lost or stolen Visa® Debit/ATM Card after hours by calling 800.322.2709.

**8. Confidentiality.** We will disclose information to third parties about your Account or transfers you make:

(a) Where it is necessary for completing transfers, or



- (b) In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
- (c) In order to comply with government agency or court orders, or
- (d) If you give us your written permission.

**9. Your Liability for Unauthorized Transfers and Advisability of Prompt Reporting.** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account.

**(a) For Signature-Based Point-of-Sale Transactions and U.S. ATM Transactions Sent Over the Visa® and Plus ATM Networks with Your Visa® Debit/ATM Card.** If you believe your Card or PIN has been lost or stolen, you will not be liable once you notify us that someone may or has used your Card or PIN without your permission. The foregoing liability limitation does not apply if you are grossly negligent or fraudulent in the handling of your Account or your Card. In those cases, your liability will be determined under the standards set forth below for all other transactions.

**(b) For All Other Transactions.** If you tell us within two business days, you can lose no more than \$50 if someone used your Card or PIN without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by Card, PIN, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**10. Credit Union's Liability.** If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages proximately caused by our failure. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough money in your Account to make the transfer.
- If the terminal or system where you are making the transfer does not have enough cash.
- If the ATM or system was not working properly and you knew about the breakdown when you started the transfer.
- If the transaction would exceed the credit limit on your overdraft line.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the funds in your Account are subject to an administrative hold, legal process, or other claim.

- If the failure to properly complete the transaction is caused by erroneous information supplied by you, your agent, or a third party
- If you have closed the Account from which you have preauthorized electronic fund transfers to occur.
- If your Card has expired or is damaged or is inactive because your PIN was entered incorrectly.
- If the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your Account.
- If you use a damaged or expired Card or a Card that has been reported lost or stolen.
- If the transfer would draw your Savings Account below the required \$5 minimum.
- If your PIN or Card is reported stolen or lost, or we have reason to believe it may be used without your authorization.
- If we have suspended or terminated your ability to use your PIN or Card.
- If technical or legal limitations prevent us from performing the requested transaction. For example, when the system or network you are using is offline.
- If a merchant refuses to accept your Card.

There may be other exceptions stated in our Agreements with you or as provided by law.

**11. In Case of Errors or Questions about Your Electronic Transfers.** Call or write us at the telephone number or address listed in these disclosures as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and Account number.
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. For Visa® Debit/ATM Card point-of-sale (signature-based) transactions, we will provisionally credit your Account within five business days for the amount you think is in error unless we determine that the circumstances or your Account history warrants a delay of up to 10 business days. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account. For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is in error.





We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**12. Visa® Debit/ATM Card International Transactions.** If you effect an international transaction with your Visa® Debit/ATM Card, the rate of exchange between the transaction currency and the billing currency used for processing the international transaction will be: (i) a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or (ii) the rate mandated by a government or governing body in effect for the applicable central processing date.

**13. Illegal Transactions.** You agree that you will not cause or allow your Card or PIN to be used in any manner or for any transaction that we believe poses an undue risk of illegality, and we may refuse to authorize any such use or transaction. If you use your Card or PIN for a transaction that is determined to be illegal, you will be liable for the transaction. You waive any right to take legal action against the Credit Union for your illegal use of your Card or PIN and agree to indemnify, defend, and hold harmless the Credit Union and Visa® International, Inc. from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

**14. ATM Safety Precautions.** Exercise discretion when using an ATM or night deposit facility. Observe basic safety precautions. Prepare for any ATM transactions prior to approaching the ATM or night deposit facility. Retain your receipts, and do not leave them at the ATM or night deposit facility. Do not lend your Card to anyone, and do not leave your Card or any other documents at the ATM or any night deposit facility. Keep your PIN secret and memorize it. Do not give anyone information regarding your Card or PIN over the telephone. When using an ATM, place your body in a position so that you will prevent others from observing your PIN when entered. At any ATM or night deposit facility, keep a lookout for any suspicious activity near the facility and assure yourself that the facility and all approaches to the facility are well lighted. Conceal cash received from an ATM to the best of your ability and count it after you have left the ATM. If anyone offers assistance while you are operating an ATM, do not accept it. If you have begun a transaction, consider canceling the transaction and leaving the ATM location. Finally, compare your receipts against the statements you receive and notify us immediately if you suspect that an error or unauthorized transaction has occurred.

## FUNDS AVAILABILITY POLICY

Except for the disclosures below relating to substitute checks, the following policy applies to deposits into Advancial Federal Credit Union transaction Accounts only. The term "transaction Accounts" includes all checking Accounts. We may delay the availability of funds deposited into other Accounts for longer periods. Additionally, deposits made at shared branch locations may be subject to a different availability schedule. Please ask a member services

representative if you should have a question about the availability of funds deposited into any of your Accounts.

### **YOUR ABILITY TO WITHDRAW FUNDS**

Our policy is to make funds from your check deposits available to you on the first business day after we receive your deposit. Cash deposits and electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. We have different deposit cut-off hours at our deposit locations. Cut-off hours are posted at each deposit location. The earliest cut-off time that may apply is 2:00 p.m. If you make a deposit before the cut-off hour on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the cut-off hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

### **HOLDS ON OTHER FUNDS**

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your Account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another Account with us. The funds in the other Account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited. Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

### **LONGER DELAYS MAY APPLY**

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the date of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225 of your deposits will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.



In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your Account repeatedly in the last six months.
- There is an emergency, such as failure of 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 business day after the day of your deposit.

## **SPECIAL RULES FOR NEW ACCOUNTS**

If you are a new member, the following special rules will apply during the first 30 days your Account is open. Funds from electronic direct deposits into your Account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury Check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the tenth business day after the day of your deposit.

## **SUBSTITUTE CHECKS AND YOUR RIGHTS**

### **IMPORTANT INFORMATION ABOUT CHECK 21 AND YOUR CREDIT UNION SHARE ACCOUNTS**

**Notice** - *The following information applies to all consumer share Accounts which are used primarily for a personal, family, or household purpose.*

#### **What Is a Substitute Check?**

To make check processing faster, a federal law called the Check 21 Act permits financial institutions to replace original checks or share drafts with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the share drafts that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or share drafts or to electronic debits

to your Account. However, you have rights under other law with respect to those transactions.

#### **What Are My Rights Regarding Substitute Checks?**

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

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

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns dividends) within 10 business days after we received your claim and the remainder of your refund (plus interest if your Account earns dividends) not later than 45 calendar days after we received your claim.

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

#### **How Do I Make a Claim for a Refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us in writing at Advancial Federal Credit Union, 1845 Woodall Rodgers Freeway, Suite 1300, Dallas, TX 75201-2260. You must contact us within 60 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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



## MEMBER CONDUCT POLICY

The purpose of this policy is to protect the employees and members of Advancial Federal Credit Union (the "Credit Union") from abusive members and members that cause a loss to the Credit Union. This policy is not enacted to restrict the rights or freedoms of anyone, but rather to address certain unacceptable conduct in order to assure the rights and protection of the Credit Union's employees and its general membership.

The Board of Directors believes that all members and employees should be able to conduct business without fear of harassment or abusive conduct as a result of their membership or employment with the Credit Union. The Board of Directors recognizes that the Credit Union's outstanding reputation is due in large part to the loyalty, commitment and continued efforts of its employees. The Board is committed to treating the employees of the Credit Union with the respect they deserve and is committed to endeavoring to maintain a work place free from any type of abuse.

In the event that any member of the Credit Union or his/her Account Joint Owner or joint borrower (collectively referred to herein as "account joint owner") shall engage in any type of abusive conduct, the Chief Executive Officer or his/her designee, on behalf of the Board and in the Chief Executive Officer's or his/her designee's sole discretion, is hereby authorized to impose sanctions against any member or his/her account joint owner who engages in any type of abusive conduct.

In that regard, any or all of the following sanctions may be imposed against a member and/or his/her account joint owner who has engaged in abusive conduct:

1. Denial of all services other than a member's right to maintain a share Account and right to vote at annual and special meetings.
2. Denial of services which involve personal contact with Credit Union employees.
3. Request to leave the Credit Union premises.
4. Taking any other action deemed necessary under the circumstances that is not expressly precluded by the Federal Credit Union Act, the National Credit Union Administration Rules and Regulations, or the Credit Union's Bylaws.

For purposes of this policy "abusive conduct" includes but not by way of limitation, any of the following conduct:

Any type of harassment, including sexual, ethnic, or racial harassment; making racial or ethnic slurs; engaging in sexual conduct; making sexual overtures; making sexual flirtations, advances or propositions; engaging in verbal abuse of a sexual, racial or ethnic nature; making graphic or degrading comments about an individual or his/her appearance; displaying sexually suggestive objects or pictures; engaging in offensive or abusive physical contact; making false, vicious or malicious statements about any Credit Union employee or the Credit Union and its services, operations, policies, practices or management; using profane, abusive, intimidating or threatening language towards Credit Union employees or fellow members; attempting to coerce or interfere with Credit Union employees in the performance of their duties at any time; conducting or attempting to conduct or engage in any fraudulent, illegal, dishonest or deceptive activity of any kind

involving Credit Union employees or Credit Union services, including without limitation, check kiting or any posting, defacing or removing notices or signs on Credit Union premises.

In the event that any member of Advancial Federal Credit Union or his/her account joint owner causes, or makes known his/her intention to cause a financial loss to the Credit Union, whether by way of loan default, bankruptcy discharge, Account overdraft or otherwise, or should a member or his/her account joint owner default under the terms of any existing loan maintained with the Credit Union, or should a member or his/her account joint owner take any action that would render all or a part of his/her obligations owing to the Credit Union unenforceable, it is the policy of Advancial Federal Credit Union to withhold Credit Union services to that member and/or his/her account joint owner to the extent permitted by law. Credit Union services include, without limitation, the maintenance of share Accounts, share draft Accounts, debit cards, money market Accounts, time deposits, check cashing privileges, ATM availability and further extensions of credit. Members may not name a person as a Joint Owner or joint borrower on their accounts if that person has caused a loss to the Credit Union.

If a member or account joint owner enters into a valid and enforceable Reaffirmation Agreement with Advancial Federal Credit Union that is not rescinded by that member or account joint owner, reaffirming all of that member's or account joint owner's obligations existing prior to the filing of the member's or account joint owner's Petition in Bankruptcy, the foregoing policy with respect to the denial of Credit Union services and further extensions of credit to the member may be waived.

If the Credit Union perceives that the member's or account joint owner's failure or inability to reaffirm all of his/her pre-petition obligations to the Credit Union is beyond that member's or account joint owner's control, and the member or account joint owner nevertheless continues voluntarily repaying his/her pre-petition obligations, the Credit Union, at its option, may accept and consider future credit applications.

