

# ACCOUNT AGREEMENT

**1st Community Federal Credit Union  
Membership and Account Agreement,  
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and Funds Availability Policy**



Effective 3-1-2016

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# 1st COMMUNITY FEDERAL CREDIT UNION

## MEMBERSHIP AND ACCOUNT AGREEMENT

In this Membership and Account Agreement (“Agreement” or “Account Agreement”), the words “you,” “your,” and “Party” mean any and all persons or entities who sign a Membership Application or any other application in connection with the opening of any Account with 1ST Community Federal Credit Union, any such person or entity who maintains an Account with us, any Joint Owner, and any other person or entity authorized to use or having access to any such Account. “Owner” means each person who owns the Account, including any Joint Owners. The words “we,” “us,” “our,” and “Credit Union” mean 1st Community Federal Credit Union.

In this Agreement and in the Truth-in-Savings Account Disclosures and Rate and Fee Schedules, the term “Savings Account” may be used to describe your Share Accounts and Club 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 those on your behalf as designated in your Membership Application or any other Account authorization you may execute with us (collectively, the “Application”), including but not limited to any Savings Account, Club Account, Checking Account, Money Market Account, or Term Share Certificate Account. By opening or using any Account with us, 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 association with regard to any such Account. You also acknowledge receipt of and agree to be bound by our Truth-In-Savings Account Disclosures and Rate and Fee Schedules, as amended from time to time, and to conform to our rules, regulations, bylaws, policies and procedures now in effect and as amended or adopted hereafter. In case of any conflict between the terms of this Account Agreement and the Truth-In-Savings Account Disclosures and Rate and Fee Schedules, the terms appearing in the Truth-in-Savings disclosures will control. The Truth-In-Savings Account Disclosures and Rate and Fee Schedules are incorporated by reference into this Agreement. This Agreement is incorporated into and made a part of any Application or other document that you execute in connection with the opening or use of any Account. Unless any other account agreement you have with us specifically provides otherwise, this Agreement supersedes any other account agreement you may have with us and, in the event of any conflict between the provisions of this Agreement and any other such agreement, the terms and conditions set forth in this Agreement will control.

## TRUTH-IN-SAVINGS DISCLOSURES

Truth-In-Savings Disclosures that apply to each of your Accounts, including the dividend rate and the annual percentage yield for your Accounts, are set forth in the Truth-In-Savings Account Disclosures and Rate and Fee Schedules, which accompany this Account Agreement.

## ACCOUNT OWNERSHIP

Account selection is made on the Application. The type of Account you select may determine how property passes on your death. Your Will may not control the disposition of funds held in some of the following Accounts. We may require that all Checking, Savings and Club Accounts have the same owners and Payable on Death beneficiaries. If our policy permits, you may choose to designate one or more convenience signers on a personal Account. A designated convenience signer may make transactions on your behalf during your lifetime, but does not own the Account during your lifetime. The designated convenience signer owns the Account on your death only if the convenience signer is also designated as a P.O.D. payee.

**1. Single Party Account.** Under this type of Account ownership, the sole Party to the Account owns the Account. If you open a Single Party Account without a Payable on Death (P.O.D.) designation, then upon your death, ownership of the Account passes as part of your estate under your Will or by intestacy. If you make a P.O.D. designation, then upon your death, ownership of the Account passes to the surviving P.O.D. beneficiaries of the Account in equal shares and the Account does not pass as part of your estate.

**2. Joint or Multiple Party Account with Right of Survivorship.** If an Account is opened by two or more Parties, or if one or more Parties are added to a Single Party Account after the Account is opened, the Account will be a Joint or Multiple Party Account with Right of Survivorship. The Owners of the Account own the Account in proportion to the Owners' net contributions to the Account. All funds deposited into any such Account, including any earnings thereon, shall be owned by the Owners jointly with right of survivorship. You understand that a survivorship designation may be ineffective unless signed by all Owners of the Account.

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, subject to any lien we have for the deceased Party's obligations to us, regardless of whether any of the surviving Owners have consented. Payment of any sums to any Party shall be valid and discharge the Credit Union from any and all liability for such payment.

The Credit Union may accept instructions from any Party or act at the request of any Party with regard to any Joint Account without the consent of any other Party to the Account. Each Party 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 Party and without regard to the interest in the Account of any other Party, 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) if the Party is an Owner, pledge all of the shares and deposits in eligible Accounts to secure any indebtedness owing to us, or (iv) if the Party is an Owner, designate an Account to provide overdraft protection for any other Account. In the event that any Account may be accessed by means of an electronic fund transfer, including the use of an ATM or debit card issued in connection with the Account or the use of any telephone or computer home banking or mobile banking program, each Party grants to every other Party actual authority to initiate any such transfer, to use any such ATM or debit card issued, or to use any Personal Identification Number ("PIN") issued in connection with any such card, telephone, or computer home banking or mobile banking program.

A Primary Member in whose name a Joint or Multiple Party Account is opened who designates other Parties to own the Account jointly may, without notice to any other Party of such Account and upon written notice to the Credit Union in such form as the Credit Union may require, change the form of the Account, add Parties to the Account, or remove any Parties from the Account. Any such action by that member will terminate any interest that the removed Party may have in such Account. At its option, the Credit Union may require that an Account be closed and a new Account opened in lieu of permitting a Primary Member to remove any other Party from the Account, or the Credit Union may require the consent of any or all Parties prior to acting upon any written notification or instruction by a Primary Member to add or remove a Party or beneficiary from an Account. No other Party to a Joint or Multiple Party Account may make any such change, addition, or deletion, and no other Party to a Joint or Multiple Party Account may close a Primary Member's regular share Account or withdraw funds from the Primary member's regular Share Account below the par value of one share.

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

**3. Payable on Death (P.O.D.) Account.** A P.O.D. Account is an Account payable on request to one or more persons during their lifetimes and upon the death of the last of those persons, payable to one or more P.O.D. beneficiaries named in the Application executed in connection with the Account. You agree that the persons named as P.O.D. beneficiaries in the Application, whether one or more, are designated as P.O.D. beneficiaries. During the Owners' lifetime, all funds paid into or deposited into the Account designated, including any earnings thereon, shall be owned by the Owners, and payment may be made upon any Owner's request, or the request of any other Party to the Account. Upon the Owner's death (the death of the last Owner to survive), each P.O.D.

payee agrees that all such funds shall be owned by the P.O.D. payees surviving, with right of survivorship. At our option, payment may be made at the request of any named P.O.D. beneficiary then living, and any payment made upon the request of any surviving P.O.D. beneficiary discharges us from any and all liability to that P.O.D. beneficiary and any remaining P.O.D. beneficiaries or their heirs, executors, and personal representatives. You, your heirs, executors, and personal representatives, agree to defend, indemnify, and hold the Credit Union harmless from any claim asserted by any person or estate as a result of the payment of funds deposited in the Account designated. You understand and agree that a P.O.D. designation shall be ineffective with respect to any Account maintained as an Individual Retirement Account. You understand and agree, further, that a P.O.D. designation may be ineffective unless signed by all original Parties to the Account. An agent acting under a power of attorney may not make a P.O.D. beneficiary designation on behalf of the principal. 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 question regarding the validity, effectiveness, or fitness of any such P.O.D. designation for any purpose.

**4. Convenience Signer Accounts.** Certain personal Accounts may be established in the name of one or more Owners and one or more "convenience signers." Sums on deposit may be paid or delivered to the Parties for the convenience of the Owners. The convenience signers do not own the Account, do not have right of survivorship, and are not Payable on Death beneficiaries of the Account unless so designated, and will lose access to the Account after we receive written notice of the death of the last surviving Owner. You will not hold us liable for making a payment from the Account before receiving notice in writing signed by an Owner or any other authorized person not to make the payment in accordance with the terms of the Account. We will not be liable for paying any funds on deposit to a convenience signer after the death of the last surviving Owner's death and before we have received written notice of the death. If, after the death of the last surviving Owner, we make payment to the personal representative of the Owner's estate and later receive a court order prohibiting payment, we will not be held liable, to the extent of the payment, to any person claiming a right to the funds.

**5. Accounts for Trusts.** At our option, we may issue shares or receive deposits in a revocable or irrevocable 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. 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. Any Trustee authorized to sign on any such Account shall be subject to the terms and conditions set forth in this Account Agreement and any other agreement governing any such Account. 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.

**6. Business, Club and Organization Accounts.** At our option, we may issue shares and accept deposits in the name of businesses and other organizations 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 or organization Account, you agree to provide us with such documentation as we may require. Business and organization Accounts may be subject to additional terms and conditions provided when you open the Account. You agree that we may rely upon the signature of any person authorized to transact business on behalf of any such business or organization and that any such authorization shall continue in effect until we receive and give written acknowledgment of the receipt of written 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 or organization. Please refer to the Illegal Transactions section below for important terms regarding unlawful Internet gambling transactions.

**7. Minor Accounts.** We may open Savings Accounts and certain other Accounts for a minor, receive payment or pay withdrawals on the Account by or for a minor, and act in any other matter on the order of the minor without regard to the minor's capacity, and we are discharged from liability to the extent of any such actions. We reserve the right to require that a minor Account be jointly owned by an adult. If the designated joint-owner adult is not the minor's parent or legal guardian, we may require the minor's parent or guardian to consent the opening of the Account. Unless a parent or guardian is a Joint Owner on a minor Account, the parent or guardian shall have no rights to access or obtain information about the Account. Even if a parent, guardian, or another adult is a

Joint Owner on a minor Account, the minor as an Account owner has the right at any time to withdraw the Account funds and close the Account.

**8. Uniform Transfers to Minors Accounts.** If you have indicated in the Application that an Account is established under the Texas Uniform Transfer to Minors Act ("TUTMA"), the Party signing any such Application shall be a custodian, and the Accounts will be established by such custodian under the Texas Uniform Transfers to Minors Act for the benefit of the minor named. 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. The Credit Union has 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 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.

**9. Accounts for Guardianships and Estates.** At our option we may issue shares and accept deposits in the name of (a) a ward on whose behalf a Guardianship has been established under applicable law, or (b) 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 Account 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 set forth in this 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 (a) to determine if the person appointed guardian or estate representative has qualified or continues to be qualified as guardian or as estate representative, (b) to determine if an act of the guardian or estate representative is in accordance with or authorized by the Texas Probate Code or other applicable law, (c) to 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 (d) to 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 presentation, 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 Probate 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.

**10. Social Security Representative Payee and Other Government Benefit 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 "Representative Payee." Funds in a Social Security 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, 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 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 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 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 withdrawal 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, and you agree to indemnify us and hold us harmless, if you fail to follow the requirements 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 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, first, processing withdrawal orders or checks payable to the Credit Union and dishonoring or refusing any item or withdrawal order for which there are insufficient funds available thereafter. 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 without notice to you. To avoid fees, you should ensure that your Account contains sufficient available funds at all times to pay each of your transactions. 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 may pay a check of yours without regard to its date, and you agree that we will have no liability for doing so. We are under no obligation, however, to pay a check presented for payment more than six months from its date. In addition, 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 funds in your Accounts at all times sufficient to pay any withdrawal order (whether oral, written, or otherwise) or any 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) which 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 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 may 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 a Party in amounts sufficient to cover any overdraft and overdraft fees, or to use any other collection remedy available to us at law. In the event that you write a check or take any other action that would result in an Account becoming overdrawn, and if you have requested and been approved for automatic overdraft protection, such check or action taken shall be deemed to be a request by you to us to transfer available funds from your Savings Account or any other Account you have designated, or to make an advance under your Line of Credit or Overdraft Protection Credit Agreement with us, in increments that we deem sufficient in order 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 to your Checking Account from your Savings Account(s), or to make an advance under your Line of Credit or Overdraft Protection Credit Agreement, in the manner in which you have directed in the Application. A fee may be charged for overdraft protection as set forth in the Fee Schedule. If sufficient funds are not available, then any such item presented will 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 or Parties to such Account. In the event that the Credit Union reasonably believes that your use of your Account or Accounts is abusive due to excessive checks drawn on insufficient funds, excessive activity or otherwise, your Account may be closed.

**4. Transfer Limitations for Money Market Accounts.** Under government regulations that apply to your Money Market Accounts (including Mega Money Market Accounts), you may not make more than six transfers and withdrawals, or a combination of such transfers and withdrawals from a Money Market Account, per calendar month, to another Account of yours at the Credit Union or to a third party by means of a pre-authorized or automatic transfer, telephonic agreement, order, or instruction (including transfers by personal computer or other data transmission), or by way of a check, draft, Check Card, or similar payment order made payable to a third party. Withdrawals by mail, messenger, ATM, or in person, and transfers to make payments on your loans with us are not included in this limitation. However, automatic or preauthorized transfers from a Money Market Account to make payments on loans that your family members or others have with us are counted against this transaction limitation. If you exceed the number of transfers permitted, your Account may be charged a fee or closed.

**5. Signatures.** You authorize us to recognize any of the signatures set forth in the Application in the payment of funds or for 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 facsimile signatures, signatures imprinted by mechanical devices, or any other method of authentication, including orders to pay that are received electronically or telephonically. You agree to indemnify 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. 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. You agree that we may maintain copies of Account records, including copies maintained electronically, in lieu of any original and that any such copy will be considered an original record for any purpose, including admissibility in evidence as an original record before any court or administrative agency.

**6. Postdated, Incomplete and Conditional Items.** You agree to hold us harmless from any and all loss and liability that we may incur due to our inadvertent payment of incomplete or postdated items, items endorsed "without recourse," or conditional items. You agree that we will have no duty to discover or comply with postdated, incomplete, or conditional items. You agree that we may disregard any information on any check or draft other than the amount of the item, the identity of the drawee bank, the signature of the drawer, and the magnetically encoded information, whether or not that information is consistent with any other information on the item. You agree that we may decline to accept, process, or pay any item or order that, in our estimation, is ambiguous or otherwise unclear in its terms. You also agree that, at our option, we may use our best efforts to resolve any such ambiguity and you agree to release and hold us harmless from any and all loss and liability that we may incur or that may arise in connection with our attempts to resolve any such ambiguity.

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

**(a) Governing Regulations.** If you send or receive a wire transfer, Fedwire may be used. Federal Reserve Board Regulation J is the law which 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 was made. Other payment orders may be governed by Article 4A of the Texas Business & Commerce Code.

**(b) Notification.** Under the 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 next-day notice of the receipt of a wire transfer. However, we will notify you of these transfers in your Account Statement. We may require 24 hour notice to send out bank wires in excess of \$250,000.

**(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.

**(e) Our Liability; Interest Payable.** We may be responsible for your direct expenses if we fail to exercise ordinary care in carrying out your instructions in connection with a wire transfer transaction. In no event, however, will we be liable for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind. We are not required to pay interest on any amount we may owe to you due to an unauthorized wire transfer arising out of our error unless you exercise ordinary care to discover the unauthorized transfer promptly and advise us of the relevant facts within the time period set forth below in the Account Statements section. 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 which we pay on the Account to or from which the funds transfer should have occurred.

**(f) Security Procedures.** You agree that we may verify the authenticity of payment orders using our security procedures in place at the time of any such order which may include a combination of signature verification, call back procedures, the use of identifying words or numbers, and identification via employee ID badge, valid driver's license, or other photo identification document.

**(g) Cutoff Times.** Requests for wire transfers received after 12:30 p.m. for international wire transfers and 3:45 p.m. (central time) for domestic wire transfers 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.

**(h) Force Majeure.** We are not liable for a failure to execute a payment order according to your instructions if an interruption in communication facilities or some other circumstance beyond our control such as fire or flood prevents the transfer, despite reasonable precautions we have taken.

**(i) General.** You agree that only our forms, methods, and procedures may be utilized. You also agree that in the event of an error, we may correct any such error without prior 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 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 manner and in time to provide us with a reasonable opportunity to act on it.

**8. Stop Payment.** You may stop payment of items drawn on your Accounts. You agree to hold us harmless from any claim, loss, damage or expense that we may suffer or incur, including attorney's fees, by virtue of our refusing payment of any item on which you have stopped payment, as well as for 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 any such order, or a revocation of any such order shall not be effective unless it is delivered to us in writing during regular business hours and until we have had a reasonable opportunity to act on it. 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. Due to the limitations of computer systems, items subject to stop payment orders can be intercepted only if the precise amount, date, check number, name of payee, and any other information that we may reasonably require is provided. If that information is not provided exactly as it appears on the item, 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 which is set forth on the Fee Schedule. You agree that we may honor a stop payment order, revocation, or renewal if made by the person who signed the check to be stopped or any other person who has signed the Application or is otherwise authorized to transact business relating to the Account. You agree that we will not be liable for any inadvertent payment of any item, notwithstanding a stop payment order, if we have used ordinary care and followed our usual practices in handling such an order. If an item is inadvertently paid over a valid stop payment order, due to our failure to exercise ordinary care, we will 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 recredit your Account, 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 certain electronic fund transfers, please refer to the Electronic Fund Transfers Agreement and Disclosures that accompany this Agreement. You may not stop payment of Cashier's Checks or Credit Union Official Checks issued by us at your request. You may not stop payment of transactions initiated through the use of an ATM card or a similar device used at an ATM or point-of-sale terminal, such as a debit card.

**9. 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 area 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 or order is actually received. 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 items or orders are actually received by our personnel. We have the right to endorse all checks payable to you for deposit into your Account. We will not be liable for the negligence of any correspondent bank or institution nor for any loss incurred in transit when items are forwarded to correspondents. We will not be liable for any delay as a result of any interruption of communication facilities or any other circumstances beyond our control. You agree to bear the risk of any change in the exchange rate with respect to any items that may be payable in foreign currency. You agree that we may charge back any item before payment, without notice, whether the item has been returned or not. 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. 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 or incur an expense in connection with any of your Accounts, that fee or 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 sight-review of items. You acknowledge and agree that reasonable commercial standards do not require us to sight-review any check presented and that any failure to 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 a check to 1.5 inches from the trailing edge 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 hold us harmless from any such loss.

**3. Right to Refuse Deposit.** If you request that we accept a substitute check or a check for a deposit that has already been deposited at a financial institution but returned, we are under no obligation to accept that substitute check or check for deposit. If we do, however, you agree to hold us harmless from any loss or liability, including consequential damages, attorney's fees, and expenses that may arise because of our acceptance of the item. In any event, in our discretion, we may refuse any deposit, limit the amount which may be deposited, accept all or any part of a deposit for collection only, return all or any part of any deposit, or close the Account subject to applicable regulations.

**4. Deposit Verification.** If a deposit is made to your Account and we subsequently determine that the deposit or 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 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 mediums 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 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 dividend, interest, or other payments to give taxpayer identification numbers to credit unions and other payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes. Credit unions and other payers must be given the numbers whether or not recipients are required to file tax returns. Credit unions and other payers generally must withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number. Certain penalties may also apply. In the event that (i) you have been notified by the IRS that you are subject to backup withholding due to payee under reporting 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 or interest owing to you in amounts determined by the IRS and to pay interest or dividends withheld to the IRS.

**3. Inactive Accounts.** An Account is deemed inactive if for more than one year there has not been a debit or credit to the Account because of an act by you or your agent (other than us) and you have not communicated with us. An Account is presumed abandoned if (i) the Account has been inactive for at least five years (three years for a Checking, Savings, or a matured Term Share Certificate Account) from the date of your last transaction on the Account or your last correspondence with us, and (ii) we are unable to locate you. If an Account is presumed abandoned, we are required to report the abandonment and to pay the funds in the Account to the State of Texas.

**4. Account Statements.** You are responsible for promptly examining each Account statement. Any objection that you may have with respect to any unauthorized withdrawal, payment order (including a wire transfer), or any item or deposit shown on a statement (except electronic fund transfers) will be waived unless made in writing to us, and received on or before the 30th day following the date the statement is mailed or is otherwise made available, subject to applicable law. If you have an issue relating to a substitute check, you must notify us in writing within 60 days of the date we mailed or delivered the substitute check in question or the Account

statement showing the substitute check posted to your Account, whichever is later. If you are unable to make a timely claim relating to a substitute check because of extraordinary circumstances, we will extend the time period. You agree that we will not be liable for any unauthorized withdrawal, any payment order, any forged, unauthorized, or altered item drawn on or deposited to your Account, any item with missing signatures or endorsements, any missing or diverted deposit, or any other error or discrepancy if you fail to notify us within that 30-day period (60 days for substitute checks), nor will we be liable for any forged, unauthorized, 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 30-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 such 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. 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 Fee Schedule. That notwithstanding, you agree that it is 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. For consumer Accounts, please refer to your Electronic Fund Transfers Agreement and Disclosures to determine your rights and obligations in the event of unauthorized electronic fund transfers or other errors in connection with such transfers.

You will receive an Account statement monthly for your Checking Accounts or any account with EFT (Electronic Funds Transfer) activity during that month. You will receive an Account statement at least quarterly for your Savings Accounts. You are responsible for providing Account statement and other Account information to any other Parties to the Account. You acknowledge and agree that any person your Account statement is provided to may have access to Account information for all of your deposit and loan Accounts. Unless we have agreed otherwise, we will mail your Account statement to the most recent address we have for you in our records. We will mail Account statements to the Primary Member only. You agree to notify us promptly if your address or any other contact information such as your telephone number or e-mail address is changed. You agree that we may 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. 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.

**5. Illegal Transactions.** 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 may also 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. 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.

If you open a corporation, partnership, organization, or any other kind of business Account with us, you agree to certify to us at Account opening, and if requested annually, that (a) you do not engage in an Internet gambling business or (b) you have legal authority to engage in an Internet gambling business. You agree to cooperate with us and provide any documentation we may reasonably require in order to substantiate your certification. You authorize us to investigate the Account Owner, its principals, and the authorized signers' background, including any current or previous financial institution and payment processor references. You also agree to notify us immediately if any time your business or organization changes in any way that causes any prior certification to be inaccurate. If you certify to us that you have legal authority to engage in an Internet gambling business, you acknowledge that we may choose to close the Account in our sole and absolute discretion.

**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 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 those liens 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.** In addition to any lien we have as a matter of law, you grant us a contractual lien on any and all funds deposited or maintained 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 or deposits in an IRA or any other Account which, if pledged, would result in the loss of special tax treatment under the Internal Revenue Code or other applicable law. You agree that, if any such Account is a Joint or Multiple Party Account, the entire amount in such Account shall be subject to our lien and shall secure the indebtedness of each 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 Party owing to us notwithstanding the interest of any other Owner in the Account and without notice. You agree to pay us for 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 Parties, 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 and any such check is subsequently returned unpaid for any reason, you agree that we may charge the amount of the item against your Account. If we elect not to enforce our lien at any time, we do not waive our right to enforce that lien on subsequent occasions. The lien secures all direct and indirect indebtedness that you may owe to us whether as 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 deposits shall not be construed so as to diminish or forfeit any security interest in or indebtedness secured by such residence, nor shall our lien be construed so as to permit the modification of any claim we may have under 11 U.S.C. §1322(b)(2), and to the extent that this lien is so construed, it is hereby waived and shall be void.

**9. Dispute Resolution.** If we suspect that fraudulent misconduct is or has taken place with respect to any Account, or if we are notified that a Party to an Account has died or is incompetent to manage his or her affairs, or if we have been notified that a dispute exists between or among Parties to the Account or third parties with regard to their respective interests in the Account, or if there are competing claims to funds on deposit, or if we are in doubt concerning the respective interests of any Parties to an Account, we may restrict withdrawals and other Account transactions 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 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 or a payable-on-death beneficiary designation on your behalf. Agents acting under a power of attorney may not add themselves to a principal's Account.

**12. Withdrawal of Services.** In the event that any Credit Union member 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 member services otherwise extended to that member, including but not limited to, the right to maintain Accounts (except a primary Savings Account), and the availability of electronic fund transfer services, including pre-authorized transfers, telephone and computer access services, and ATM and debit card services. 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 loss caused to the Credit Union is subsequently cured.

**13. Closing the Account.** Only the Primary Member may close an Account. No Joint Owner may close an Account of the Primary Member or reduce the balance of the Primary Member's Savings Account below the par value of one share. The Primary Member's right to close an Account is subject to any statutory or contractual lien existing in our favor and any legal process levied against any such Account. We may close an Account at any time and disburse funds on deposit in any such Account to the Owners of the Account or in satisfaction of any obligation owing to us, in 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 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. Death or Incompetence of Account Owner.** We may continue to accept deposits to an Account, to pay items drawn against an Account, to pay other payment orders against an Account, and allow any other transactions with respect to an Account until we are notified of an Account Owner's death or of an adjudication of incompetence and we have a reasonable opportunity to act upon any such notice. Subject to our policies and procedures, and subject to any separate agreement we may enter into with any surviving Account Party, once we are notified of a member's death or adjudicated incompetence, we may pay items drawn against the Account or other payment orders authorized by the deceased Account Owner for a period of 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 Account Agreement will be binding upon the heirs or legal representatives of any deceased Account Owner or any Account Owner who is adjudicated incompetent. We may continue to pay dividends on an Account following the death of an Account Owner. If any surviving Joint Owner is a member of the Credit Union, we may require that the Account be closed and the funds transferred to the surviving Joint Owner's Account.

**15. 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, and you authorize the Credit Union to deduct any such costs or expenses from your Account without prior notice to you.

**16. Amendment.** We may add to, change, or delete any of the terms of this Agreement, the Truth-In-Savings Disclosures and Rate and Fee Schedules, and any notice, agreement, or policy made a part of this Agreement, from time to time in our sole discretion, subject to such notification as required by applicable law.

**17. Severability.** If any provision of this Agreement shall be declared invalid, unenforceable, illegal, or void as against public policy, that provision will not affect the validity, enforceability, or legality of any other provision.

**18. Reopened Accounts.** Should your Account be closed at any time or times by withdrawal of the balance of the Account and later re-opened by you, such re-opened Account shall be subject to all of the terms and conditions of this Agreement, whether or not any new signature card or other Account Agreement is signed.

**19. 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, to the extent not pre-empted by federal law, the laws of the State of

Texas without regard to its choice of law provisions. You acquiesce and submit to personal jurisdiction in the State of Texas. Venue is proper in Tom Green County, Texas.

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

**1st Community Federal Credit Union  
Attn: Member Services Supervisor  
3505 Wildewood Drive  
San Angelo, TX 76904-6433**

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.

**21. 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:

**1st Community Federal Credit Union  
Attn: Member Services Supervisor  
3505 Wildewood Drive  
San Angelo, TX 76904-6433**

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.

**22. 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.

**23. 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 (a) adequately describe your claim in writing in a signed affidavit, declaration under penalty of perjury, or any other form that we provide, (b) file a police report, (c) 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, subject to applicable law.

**24. 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 we may contact you regarding any of your share Accounts or loan accounts with us using any standard mail, electronic address, or telephone number you have provided to us, including any cell phone number and by way of text messaging. STANDARD WIRELESS AND MESSAGING FEES MAY APPLY.

# ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURES

## AGREEMENT

**1. Issuance of Card or Personal Identification Number.** In this Agreement and Disclosures (“Agreement”), the words “you,” “your,” and “Party” mean any person to whom a 1st Community Federal Credit Union MasterCard® MasterMoney ATM/Debit Card (“Card” or “Check Card”) is issued, any person to whom a Personal Identification Number (“PIN”) is issued in connection with any such Card or any other electronic fund transfer service, any person authorized to use or given access to use to any such Card or PIN, and any Owner on any Credit Union Account which may be accessed by the Card or the PIN. The words “we,” “us,” “our,” and “Credit Union” mean 1st Community Federal Credit Union. Capitalized terms used in this Agreement but not defined herein shall have the same meaning as in the Membership and Account Agreement. You agree that any use of a Card or PIN by you shall be governed by the terms and conditions set forth in this Agreement, as well as the terms of the Membership and Account Agreement, which is incorporated into this Agreement by reference.

**2. Overdrafts.** You agree that you will not use your Card or PIN to withdraw or transfer funds from your Account in amounts exceeding the available balance in your Account at the time of any such transfer. Unless we have agreed otherwise in a separate agreement, you agree that we will be under no obligation to make a withdrawal or transfer if there are insufficient funds in your Account. If your Account has sufficient funds to cover one or more but not all checks, withdrawal orders, or electronic fund transfers during any given business day, we may honor those items, allow those withdrawals, or make any such electronic fund transfers in any order we choose in our sole discretion including honoring, first, 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. If you have applied and been approved for overdraft protection with us, you agree that your use of a Card or PIN shall be subject to the Overdrafts and Overdraft Protection section of the Membership and Account Agreement and any line of credit agreement you may have with us. If you qualify for our Courtesy Pay service and wish to have Courtesy Pay consideration extended to your ATM and one-time Debit Card transactions, you must complete a separate opt-in authorization. We will not consider paying ATM and one-time Debit Card transactions using the Courtesy Pay service unless you have separately opted-in. Please contact the Credit Union to receive an opt-in authorization form.

**3. Card and PIN Security.** You agree to keep your Card and PIN in a place of safekeeping, to refrain from disclosing your PIN to any third party, to refrain from writing your PIN on your Card, and to refrain from recording or displaying your PIN in such a manner that it will be accessible by third parties. 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, (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 use for which you shall be liable. 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.

**4. 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 terminate any one or more electronic fund transfer services or cancel this Agreement at any time, subject to such notification as may be required by applicable law. You also agree that we may amend, supplement, or add to this Agreement and Disclosures from time to time, subject to such notification as may be required by applicable law.

**5. MasterCard Check Card Preauthorization Holds.** When you use your Check Card at certain merchants such as pay-at-the-pump gas stations, restaurants, hotels, airlines, and rental car companies, the merchant may request a preauthorization hold to cover the amount of the transaction. The preauthorization hold may be greater than the actual purchase amount. We will place up to a three day hold on your Account for the amount of a preauthorization hold. This hold may remain on your Account for up to three days, not including weekends and banking holidays, even after the transaction has been paid. Preauthorization holds may affect the availability of funds in your Account to pay for checks and other withdrawal orders presented on your Account. You acknowledge and agree that we may place merchant preauthorization holds on your Account in connection with Card transactions you request, and we are not liable for any damages or fees you may incur for dishonor of items or otherwise because of such holds.

**6. Confidentiality.** Certain services such as the Texas Teller Audio Response and the CU Easy Internet Banking services may allow any user to obtain certain information about the Primary Member and the Primary Member’s Credit Union accounts, including



all of the Primary Member's deposit and loan account information, even if the user is not an owner or otherwise authorized on the accounts. You acknowledge and agree that any user authorized to use your PIN to access the Texas Teller, the CU Easy Internet Banking, and any additional services we may specify in the future will have full access to the Primary Member's Account information available through those services, and we are not responsible for access to your information by such persons.

## DISCLOSURES

**Note to Business and Non-Profit Organization Account Holders.** The following disclosures are provided for the benefit of consumers pursuant to the Electronic Fund Transfer Act and Federal Reserve Board Regulation E. The Act and Regulation do not apply to business, organization, or other non-consumer Accounts. If you are a business, organization or non-consumer Account holder, the disclosures below relating to member liability, credit union liability, and billing errors do not apply to you. The remainder of the disclosures are provided for informational purposes only and are not intended to expand the scope or coverage of the Electronic Fund Transfers Act or Regulation E to business, organization, and other non-consumer Accounts.

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

**MasterCard® MasterMoney ATM/Debit Card** -- You may use your ATM/Debit Card and PIN to:

- Withdraw cash from your Checking and Savings Accounts
- Transfer funds between your Checking and Savings Accounts
- Obtain an advance from your Line of Credit account
- Check the balance in your Checking and Savings Accounts
- Pay for purchases from your Checking Account at places that have agreed to accept the Card
- Additional services may also be available

Signature-based transactions do not require a PIN but may require positive identification.

*Some of these services may not be available at all terminals or for all Accounts.*

**Transfer Limitations** – You generally may transfer or withdraw funds up to the available balance in your Account. Certain transfer limitations may be imposed from time to time when fund transfer systems are unavailable. Merchants and fund transfer systems also may impose transfer limits.

See Section 2 below for additional transfer limitations that apply to ATM/Debit Card transactions.

### **Texas Teller Audio Response System**

You may use your Texas Teller Audio Response PIN to:

- Transfer funds between your Checking, Savings, Club, and Money Market Accounts
- Request a withdrawal from your Checking or Savings Accounts by way of a check mailed to your address on file
- Obtain recent Account history and balance information
- Make payments on your loan accounts with us
- Other services may also be available

*Some of these services may not be available for all Accounts.*

**Transfer Limitations** – Transfers and withdrawals generally may be made up to the available balance in your Account. See Section 2 below for transfer limitations that apply to Texas Teller Audio Response transactions.

### **CU Easy Internet Banking and Bill Payment Service**

You may use your CU Easy Internet Banking PIN to:

- Transfer funds between your Checking, Savings, Club, and Money Market Accounts
- Obtain recent Account history and balance information
- Make payments on your loan accounts with us
- Make bill payments to approved merchants and other approved parties from your Checking Account

*Some of these services may not be available for all Accounts.*

Your contractual arrangement for the CU Easy Internet Banking and Bill Payment Service may provide for additional terms, conditions, disclosures, and limitations.

**Transfer Limitations** – Any single bill payment may not exceed \$9,999.99. See Section 2 below for additional transfer limitations that apply to CU Easy Internet Banking transactions.

### **Direct Deposit and Preauthorized Withdrawal Transfers**

You may make arrangements for certain direct deposits to be accepted into your Checking, Savings, and Money Market Accounts or to pay certain recurring bills from your Checking, Savings, or Money Market Accounts.

*Some of these services may not be available for all Accounts.*

**Transfer Limitations** – See Section 2 below for transfer limitations that apply to Direct Deposit and Preauthorized Withdrawal transfers.

### **Electronic Check Conversion**

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

**2. Transfer Limitations for Money Market Accounts.** Under government regulations that apply to your Money Market Accounts (including Mega Money Market Accounts), you may not make more than six transfers and withdrawals, or a combination of such transfers and withdrawals from a Money Market Account, per calendar month, to another Account of yours at the Credit Union or to a third party by means of a pre-authorized or automatic transfer, telephonic agreement, order, or instruction (including transfers by personal computer or other data transmission), or by way of a check, draft, Check Card, or similar payment order made payable to a third party. Withdrawals by mail, messenger, ATM, or in person, and transfers to make payments on your loans with us are not included in this limitation. However, automatic or preauthorized transfers from a Money Market Account to make payments on loans that your family members or others have with us are counted against this transaction limitation. If you exceed the number of transfers permitted, your Account may be charged a fee or closed.

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

**4. Business Days.** Our business days are Monday through Friday, excluding federal holidays.

## 5. Documentation.

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

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

(c) **Direct Deposits.** If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call us at (325) 653-1465 or (800) 749-1465 to find out whether or not the deposit has been made.

## 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. We will charge a fee as set forth in our Fee Schedule for each stop payment order you give.

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

(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.

**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 immediately at:

**(325) 653-1465 or (800) 749-1465**

**or write to:**

**1st Community Federal Credit Union  
Attn: Member Services Department  
3505 Wildewood Dr.  
San Angelo, TX 76904-6433**

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. Calling us immediately is the best way to keep your possible losses to a minimum.

You may report a lost or stolen MasterCard MasterMoney ATM/Debit Card 24 hours a day/7 days a week by calling our Debit Card Services Department at 1-855-578-2637.

**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 to a minimum. You could lose all the money in your Account (plus your maximum overdraft line of credit, if any).

(a) **For Signature-based, Point-of-Sale Transactions Using Your MasterCard Master Money ATM/Debit 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 use or has used your Card or PIN without your permission. The foregoing liability limitation does not apply unless (a) you have exercised reasonable care in safeguarding the Card from risk of loss or theft, (b) you have not reported two or more incidents of unauthorized use on your Account within the preceding 12 months, and (c) your Account is in good standing. If you do not meet these conditions, your liability for unauthorized use will not exceed \$50.

(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. 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 circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the funds in your Account are subject to an administrative hold, legal process, or other claim.
- If the failure to properly complete the transaction is caused by erroneous information supplied by you or your agent.
- If you have closed the Account from which you have preauthorized electronic fund transfers.
- There may be other exceptions stated in our agreement with you.

**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 ten business days.

We will determine whether an error occurred within ten 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 ten business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten business days, we may not credit your Account.

For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is in error.

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

**12. ATM/Debit Card International Transactions.** If you effect an international transaction with your ATM/Debit Card, MasterCard International, Inc. will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government-mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. We will charge an International Currency Conversion Fee and/or a Cross Border Fee of up to 1% on all international purchase, cash advance, and account credit transaction amounts. The Cross Border Fee may apply to international transactions even if there is no currency conversion.

**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 also waive any right to take legal action against the Credit Union for your illegal use of your Card or PIN and agree to indemnify and hold harmless the Credit Union and MasterCard 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. Never enter your PIN in any terminal that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. At any ATM or night deposit facility, keep a lookout for any suspicious activity near the facility and assure yourself that the facility and all approaches to the facility are well lighted. Conceal cash received from an ATM to the best of your ability and count it after you have left the ATM. If anyone offers assistance while you are operating an ATM, do not accept it. If you have begun a transaction, consider canceling the transaction and leaving the ATM location. Finally, compare your receipts

against the statements you receive and notify us immediately if you suspect that an error or unauthorized transaction has occurred.

## FUNDS AVAILABILITY POLICY

*This policy describes your ability to withdraw funds deposited into “transaction Accounts.” Generally, transaction Accounts are Accounts that do not limit the number or types of withdrawals or transfers that may be made from the Account and includes our Checking and Share (Savings) Accounts. We reserve the right to delay the availability of funds deposited to a non-transaction Account for periods longer than disclosed in this policy. Please ask us if you have a question about which Accounts are covered by this policy.*

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

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. 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.

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.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that deposit to be made on the next business day we are open.

### **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 day 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. The first \$200 of your deposits, however, will be available on the first business day. 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 if 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 \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your 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.

### **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 bank, 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.

### **SPECIAL RULES FOR NEW ACCOUNTS**

If you are a new member, the following special rules will apply during the first 30 days your Account is open. Funds from electronic direct deposits to your Account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will also be available on the day we receive the 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 \$5,000 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 \$5,000 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 ninth business day after the day of your deposit.



## **1st Community Federal Credit Union**

**3505 Wildewood Drive, San Angelo, Texas 76904-6433**  
**phone for all locations - 325/653-1465 800/749-1465**

**[www.1cfcu.org](http://www.1cfcu.org)**

### **Other San Angelo**

#### **Locations:**

**Goodfellow AFB**  
**620 West 29th**  
**325/653-1465**

### **Eldorado, Texas:**

**107 S. Divide**  
**Eldorado, TX 76936**  
**325/853-2538**

### **Ballinger, Texas:**

**121 N. 8th**  
**Ballinger, TX 76821**  
**325/365-2105**

### **Fort Stockton, Texas:**

**800 W. Dickinson**  
**Fort Stockton, TX 79735**  
**432/336-2273**

### **Midland, Texas:**

**4600 Briarwood**  
**Midland, TX 79707**  
**432/697-1465**

### **Crane, Texas:**

**501 S. Alford**  
**Crane, TX 79731**  
**432/558-7191**

