

# FACTS

## WHAT DOES A+ FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

### Why?

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

### What?

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

- Social Security number and wire transfer instructions
- payment history and transaction or loss history
- overdraft history and checking account information

### How?

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

Reasons we can share your personal information	Does A+ Federal Credit Union share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	Yes
<b>For joint marketing with other financial companies</b>	Yes	Yes
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

### To limit our sharing

- Call 512-302-6800 or
- 800-252-8148

#### Please note:

If you are a *new* member, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our member, we will not continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

### Questions?

Call 512-302-6800 or 800-252-8148

Who we are	
Who is providing this notice?	A+ Federal Credit Union
What we do	
How does A+ Federal Credit Union protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We restrict access to nonpublic personal information to employees who need to know that information. Employees are continually educated on the importance of maintaining confidentiality of member information.</p>
How does A+ Federal Credit Union collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>open an account or give us your contact information</li> <li>apply for a loan or provide employment information</li> <li>make deposits or withdrawals from your account</li> </ul> <p>We also collect your personal information from others; such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>affiliates from using your information to market to you</li> <li>sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choice will apply to everyone on your account.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>A+ Federal Credit Union has no affiliates.</li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>A+ Federal Credit Union does not share with nonaffiliates so they can market to you.</li> </ul>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p><i>Our joint marketing partners include a credit card company and insurance companies.</i></p> <ul style="list-style-type: none"> <li></li> </ul>

# Table of Contents

<b>Truth-in-Savings Disclosure – Savings</b> (pages 1–3)	page 1
<b>Truth-in-Savings Disclosure – Checking</b> (pages 4–6)	page 4
<b>Truth-in-Savings Disclosure – Certificates</b> (pages 7–8)	page 7
<b>Truth-in-Savings Disclosure – Save to Win® Certificate</b> (page 9)	page 9

## Member Service Agreement

### I. Membership & Account Agreement (pages 10–25)

1. Membership Eligibility	page 10	24. Transaction Limitations	page 16
2. Member in Good Standing	page 10	25. Overdraft and Overdraft Protection	page 17
3. Single-Party Accounts	page 11	26. Postdated and Staledated Checks	page 18
4. Multiple-Party Accounts	page 11	27. Stop Payment Orders	page 18
5. Organizational Accounts	page 12	28. Compliance with Law	page 19
6. Term Share Accounts	page 12	29. Credit Union Liability	page 19
7. Uniform Transfers to Minors Account	page 12	30. Statutory Lien	page 19
8. Convenience Signer Designation	page 12	31. Contractual Lien	page 19
9. Estate & Guardianship Account	page 13	32. Arbitration and Class Action Waiver	page 19
10. Special Account Instructions	page 13	33. Dispute Resolution	page 23
11. Relief Fund Account	page 13	34. Credit Reports	page 23
12. Death of Account Owner	page 14	35. Account Information	page 23
13. Dormant Accounts/Delivery of Property to State Comptroller	page 14	36. Notices	page 23
14. Deposit of Funds Requirement	page 14	37. Amendments and Termination	page 23
15. Preauthorized Direct Deposit Transfers	page 14	38. Withdrawal of Services	page 23
16. Unstaffed Facility	page 14	39. Taxpayer Identification Numbers and Backup Withholding	page 24
17. Right to Refuse Deposit	page 14	40. Statements	page 24
18. Foreign Currency Items	page 15	41. Severability	page 24
19. Waiver of Notices Regarding Deposits	page 15	42. Headings	page 24
20. Endorsements	page 15	43. Enforcement	page 24
21. Account Access	page 15	44. Place of Performance and Venue	page 25
22. Final Payment and Charge-Backs	page 16	45. Applicable Law	page 25
23. Account Rates and Fees	page 16		

### II. Member Conduct Policy (pages 26–28) page 26

### III. Electronic Funds Transfer Agreement (pages 29–35)

1. EFT SERVICES		4. FEES AND CHARGES	page 33
a. Debit Card	page 29	5. MEMBER LIABILITY	page 33
b. Health Savings Account Check Card	page 31	6. RIGHT TO RECEIVE DOCUMENTATION	
c. AUDI (Audio Response)	page 30	a. Periodic Statements	page 33
d. Preauthorized EFTs	page 31	b. Terminal Receipt	page 33
e. Preauthorized Credits	page 31	c. Direct Deposit	page 33
f. Electronic Check conversion/Electronic Returned Check Fees	page 31	7. ACCOUNT INFORMATION DISCLOSURE	page 33
g. Online Banking	page 31	8. BUSINESS DAYS	page 34
h. Mobile Banking	page 31	9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS	page 34
i. Bill Pay	page 32	10. NOTICES	page 34
2. TRANSFER LIMITATIONS	page 32	11. BILLING ERRORS	page 35
3. CONDITIONS OF EFT SERVICES		12. TERMINATION OF EFT SERVICES	page 35
a. Ownership of Cards	page 32	13. GOVERNING LAW	page 35
b. Honoring the Card	page 32	14. ENFORCEMENT	page 35
c. International Transactions	page 32		
d. Security of Access Code	page 32		
e. Joint Accounts	page 32		

### IV. Funds Availability on Transaction Accounts (Reg. CC) page 36

### V. Debit Card Agreement (pages 37–38) page 37

### VI. Member Expulsion Policy (pages 39–42) (pages page 39)



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## TRUTH-IN-SAVINGS DISCLOSURE

EFFECTIVE DATE: 02/01/2024

The rates, fees and terms applicable to your account at the Credit Union are provided in this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.

### RATE SCHEDULE

ACCOUNT TYPE	DIVIDENDS				BALANCE REQUIREMENTS				ACCOUNT LIMITATIONS
	Dividend Rate/ Annual Percentage Yield (APY)	Dividends Compounded	Dividends Credited	Dividend Period	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Method to Calculate Dividends	
Membership Savings Account	0.10% / 0.10%	Monthly	Monthly	Monthly (Calendar)	\$10.00	—	\$100.00	Daily Balance	—
Regular Savings Account	0.10% / 0.10%	Monthly	Monthly	Monthly (Calendar)	\$10.00	—	\$100.00	Daily Balance	—
STARTUP IRA Account	\$0.01 to \$1,000.00 5.00% / 5.12% \$1,000.01 or greater 0.30% / 0.31%	Monthly	Monthly	Monthly (Calendar)	\$10.00	—	\$0.01 \$1,000.01	Daily Balance	Account limitations apply.
Special Savings Account	0.10% / 0.10%	Monthly	Monthly	Monthly (Calendar)	\$10.00	—	\$100.00	Daily Balance	Account limitations apply.
Youth Membership Savings Account	0.10% / 0.10%	Monthly	Monthly	Monthly (Calendar)	\$10.00	—	\$10.00	Daily Balance	Account limitations apply.
Texas Uniform Transfer to Minors Account	0.10% / 0.10%	Monthly	Monthly	Monthly (Calendar)	\$50.00	—	\$100.00	Daily Balance	—
Variable Rate IRA Account	0.30% / 0.30%	Monthly	Monthly	Monthly (Calendar)	\$50.00	—	\$100.00	Daily Balance	Account limitations apply.
Premier Savings Account	0.60% / 0.60%	Monthly	Monthly	Monthly (Calendar)	\$25,000.00	\$25,000.00	\$25,000.00	Daily Balance	Account limitations apply.
Platinum Savings Account	0.70% / 0.70%	Monthly	Monthly	Monthly (Calendar)	\$100,000.00	—	\$100,000.00	Daily Balance	Account limitations apply.
Platinum IRA Account	0.35% / 0.35%	Monthly	Monthly	Monthly (Calendar)	\$100,000.00	—	\$100,000.00	Daily Balance	Account limitations apply.

### ACCOUNT DISCLOSURES

**Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts.**

**1. RATE INFORMATION** — The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period.

For Membership Savings, Regular Savings, STARTUP IRA, Special Savings, Youth Membership Savings, Texas Uniform Transfer to Minors, Variable Rate IRA, Premier Savings, Platinum Savings, and Platinum IRA accounts, the dividend rate and annual percentage yield may change daily as determined by the Credit Union's Board of Directors or their designees. The dividend rates and annual percentage yields are the prospective rates and yields that the Credit Union anticipates paying for the

applicable dividend period. STARTUP IRA accounts are tiered rate accounts. The balance ranges and corresponding dividend rates and annual percentage yields applicable to each tier are disclosed in the Rate Schedule. For tiered accounts, each dividend rate will apply only to that portion of the account balance within each balance range.

- 2. NATURE OF DIVIDENDS** — Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.
- 3. DIVIDEND COMPOUNDING AND CREDITING** — The compounding and crediting frequency of dividends and the dividend period applicable to each account are stated in the Rate Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.
- 4. ACCRUAL OF DIVIDENDS** — For all earning accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. For all accounts, if you close your account before accrued dividends are credited, you will not receive the accrued dividends.
- 5. BALANCE INFORMATION** — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Membership Savings account (Youth Membership Savings account for members less than nineteen (19) years of age). Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For Premier Savings accounts, there is a minimum daily balance required to avoid a service fee for the dividend period. If the minimum daily balance requirement is not met during each day of the dividend period, you will be charged a service fee as stated in the Fee Schedule. For all accounts, there is a minimum daily balance required to earn the annual percentage yield disclosed for the dividend period. If the minimum daily balance requirement is not met each day of the dividend period, you will not earn the annual percentage yield stated in the Rate Schedule. For accounts using the daily balance method as stated in the Rate Schedule, dividends are calculated by applying a daily periodic rate to the principal in the account each day.
- 6. ACCOUNT LIMITATIONS** — For Youth Membership Savings accounts, the member must be less than nineteen (19) years of age. For Special Savings and Platinum IRA accounts, a fee will be charged for each withdrawal in excess of one during a month. For Premier Savings and Platinum Savings accounts, a fee will be charged for each withdrawal/transfer in excess of three during any dividend period. For Platinum IRA accounts, a fee is charged at closing. For STARTUP IRA, Variable Rate IRA and Platinum IRA accounts, you may not make any withdrawals or transfers to a third (3<sup>rd</sup>) party by means of a

preauthorized or automatic transfer, telephone order or instruction, or similar order. Refer to the Fee Schedule for additional information. For Membership Savings, Regular Savings and Texas Uniform Transfer to Minors accounts, no account limitations apply.

**7. OTHER LIMITATIONS.** For Youth Membership Savings, this account type will be automatically converted to a Membership Savings account following the dividend quarter the account holder reaches nineteen (19) years of age. All rules, regulations, bylaws and information pertaining to the Membership Savings account and membership of persons nineteen (19) years of age or older will apply upon conversion.

**8. WRITTEN NOTICE OF INTENTION FOR WITHDRAWAL** – The credit union reserves the right to require a member intending to make a withdrawal from any account (except a share draft account) to give written notice of such intent not less than seven days and up to sixty (60) days before such withdrawal.

**9. ADDITIONAL DISCLOSURES.**  
**Bylaw Requirements:** A member who fails to complete payment of one (1) share within six (6) months of member admission to membership, or within six (6) months from the increase in the par value in shares, or a member who reduces his share balance below the par value of one (1) share and does not increase the balance to at least the par value of one share within six (6) months of the reduction may be terminated from membership at the end of a dividend period.

**National Credit Union Share Insurance Fund** – Members' accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

**10. FEES FOR OVERDRAWING ACCOUNTS** — Fees for overdrawing your account may be imposed on each item, ATM transaction, preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying an item. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the item or transaction. Please refer to the Fee Schedule for current fee information.

**11. MEMBERSHIP** — As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below.

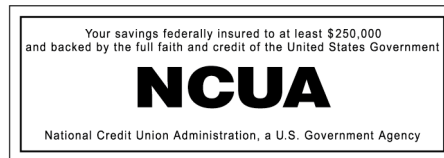
Par Value of One Share	\$10.00
Number of Shares Required	1

**12. RATES** — The rates provided in or with the Rate Schedule are accurate as of the effective date indicated on this Truth-in-Savings Disclosure. If you have any questions or require current rate information on your accounts, please call the Credit Union.

<b>FEE SCHEDULE</b>	
<b>Special Savings Fees</b>	
Excess Withdrawal	\$10.00/Withdrawal – One (1) free per month
<b>Premier Savings Fees</b>	
Excess Withdrawal	\$10.00/Withdrawal – Three (3) free per month
Service Charge	\$20.00/Month if minimum daily balance is not met
<b>Platinum Savings Fees</b>	
Excess Withdrawal	\$25.00/Withdrawal – Three (3) free per month
<b>Platinum IRA Fees</b>	
Excess Withdrawal	\$25.00/Withdrawal – One (1) free per month
Account Closure	\$25.00
<b>Other Service Fees</b>	
Returned Item - Member's check/ACH drawn on other financial institution	\$19.50/Item
NSF	\$19.50/Item/presentment
Official Check Stop Payment	\$29.50
Account Reconciliation (One Hour Minimum)	\$25.00/Hour
Account Research (One Hour Minimum)	\$25.00/Hour
Statement Copy	\$5.00/Copy
Account Printout	\$5.00/Copy
Collection Items (Incoming and Outgoing)	\$20.00/Item
Wire Transfer (Outgoing): Domestic	\$15.00/Transfer
Money Order	\$1.00/Item
Garnishment or Levy	\$25.00/Item
Inactive Account	\$10.00/Month – After twelve (12) months of inactivity and account under \$100.00, no loan
Check/Draft Photocopy	\$3.00/Copy – Two (2) free per monthly statement dated 12/95 or after
Official Check (Members) (Nonmembers)	\$5.00/Check \$10.00/Check

Returned Statement	\$5.00/Statement
Coin Roll Order	\$0.05/Roll after 5 <sup>th</sup> roll/day
Currency Strap Order	\$0.40/Strap
<b>EFT FEES</b>	
ATM Withdrawal/Transfer/Balance Inquiry @ Nonproprietary ATMs Not in the Alliance of Austin Credit Union ATM Network	\$1.50/Transaction
Supporting Document Photocopy	\$16.00/Item
ATM Card Reissue	\$5.00
Debit Card Reissue	\$5.00 (excluding cards automatically issued)
ATM PIN Replacement	\$2.00
Debit PIN Replacement	\$2.00
<b>SAFE DEPOSIT BOX FEES</b>	
Annual Rental Size 3" x 10"	\$60.00/Year
Annual Rental Size 5" x 10"	\$85.00/Year
Annual Rental Size 10" x 10"	\$105.00/Year
Annual Rental Size 15" x 10"	\$140.00/Year
Drilling of Box/Change of Locks	\$50.00/box plus locksmith fee
Lost Key	\$50.00/Item

**NCUA does not insure Safe Deposit contents.**





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## TRUTH-IN-SAVINGS DISCLOSURE

**EFFECTIVE DATE: 02/01/2024**

The rates, fees and terms applicable to your account at the Credit Union are provided in this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.

### RATE SCHEDULE

ACCOUNT TYPE	DIVIDENDS				BALANCE REQUIREMENTS				ACCOUNT LIMITATIONS
	Dividend Rate/ Annual Percentage Yield (APY)	Dividends Compounded	Dividends Credited	Dividend Period	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Method to Calculate Dividends	
A+ Checking Account	0.05% / 0.05%	Monthly	Monthly	Monthly (Calendar)	—	\$500.00	\$500.00	Daily Balance	—
Value Checking Account	—	—	—	—	—	—	—	—	—
Health Savings Account	0.30% / 0.30%	Monthly	Monthly	Monthly (Calendar)	\$10.00	—	\$100.00	Daily Balance	—
Money Market Account	0.35% / 0.35%	Monthly	Monthly	Monthly (Calendar)	\$2,000.00	—	\$2,000.00	Daily Balance	—
Cash-Back Checking Account	—	—	—	—	—	—	—	—	Account limitations apply.
Opportunity Checking Account	—	—	—	—	\$50.00*	—	—	—	—

### ACCOUNT DISCLOSURES

**Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts.**

**1. RATE INFORMATION —** The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For A+ Checking, Health Savings, and Money Market accounts, the dividend rate and annual percentage yield may change daily as determined by the Credit Union's Board of Directors or their designees. The dividend rates and annual percentage yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period.

**2. NATURE OF DIVIDENDS —** Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

**3. DIVIDEND COMPOUNDING AND CREDITING —** The compounding and crediting frequency of dividends and the dividend period applicable to each account are stated in the Rate Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.

**4. ACCRUAL OF DIVIDENDS —** For all earning accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. For A+ Checking, Health Savings, and Money Market accounts, if you close your account before accrued dividends are credited, you will not receive the accrued dividends.

**5. BALANCE INFORMATION —** To open any account, you must deposit or already have on deposit the minimum required share(s) in a Membership Savings account (Youth Membership Savings account for members less

than nineteen (19) years of age). Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For A+ Checking accounts, there is a minimum daily balance required to avoid a service fee for the dividend period. If the minimum daily balance requirement is not met during each day of the dividend period, you will be charged a service fee as stated in the Fee Schedule. For A+ Checking, Health Savings, and Money Market accounts, there is a minimum daily balance required to earn the annual percentage yield disclosed for the dividend period. If the minimum daily balance requirement is not met each day of the period, you will not earn the annual percentage yield stated in the Rate Schedule. For accounts using the daily balance method as stated in the Rate Schedule, dividends are calculated by applying a daily periodic rate to the principal in the account each day. \*For Opportunity Checking accounts, you must maintain a minimum of \$100.00 in your Membership Savings account. Refer to Opportunity Checking account addendum for details.

**6. ACCOUNT LIMITATIONS** — For Cash-Back Checking accounts, you must receive e-statements. For all other accounts, no account limitations apply.

**7. ADDITIONAL DISCLOSURES** — Bylaw requirements: A member who fails to complete payment of one share within six months of member admission to membership, or within six months from the increase in the par value in shares, or a member who reduces his share balance below the par value of one share and does not increase the balance to at least the par value of one share within six months of the reduction may be terminated from membership at the end of a dividend period.

**National Credit Union Share Insurance Fund** – Members' accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

**Written Notice of Intention for Withdrawal** – The credit union reserves the right to require a member intending to make a withdrawal from any account (except a share draft account) to give written notice of such intent not less than seven days and up to 60 days before such withdrawal.

**8. FEES FOR OVERDRAWING ACCOUNTS** — Fees for overdrawing your account may be imposed on each check, draft, item, ATM transaction and one-time debit card transaction (if member has consented to overdraft protection plan for ATM and one-time debit card transactions), preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Membership and Account Agreement and Funds Availability Policy Disclosure for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for your account, such fees may reduce your approved limit. Please refer to the Fee Schedule for current fee information.

For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the

member's opt-in choice for overdraft protection and the Fee Schedule.

**9. BONUS** — For Cash-Back Checking accounts, you will earn \$0.10 for each signature-based debit card purchase transaction and each A+FCU linked Apple Pay™ purchase transaction and \$0.05 for each PIN-based debit card purchase transaction you make. These earnings will be automatically credited to your Membership Savings account on a monthly basis.

**10. MEMBERSHIP** — As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below.

Par Value of One Share	\$10.00
Number of Shares Required	1

**11. RATES** — The rates provided in or with the Rate Schedule are accurate as of the effective date indicated on this Truth-in-Savings Disclosure. If you have any questions or require current rate information on your accounts, please call the Credit Union.

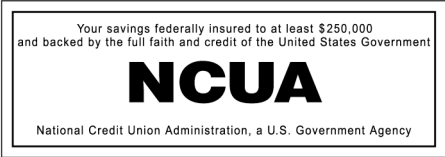
FEE SCHEDULE	
A+ Checking Fees	
Service Charge	\$5.00/Month if minimum balance is not met
Opportunity Checking Account Fees	
Service Charge	\$10.00/Month
Account Fees	
Overdraft Transfer	\$4.00/Occurrence
PlusPay (OD)	\$19.50/Item/presentment
NSF	\$19.50/Item/presentment
An Overdraft Transfer, PlusPay (OD), or NSF Fee may be incurred when overdrawing accounts by check, ACH, debit card and other electronic transactions	
Returned Item - Member's check/ACH drawn on other financial institution	\$19.50/Item
Manual Processing Fee (ACH or non-approved check printing vendor)	\$2.00/Item
Stop Payment	\$29.50/Request
Temporary Checks	\$3.00/Set of 8 - starter set free
Check Printing	Prices may vary depending upon style
Official Check Stop Payment	\$29.50

Other Service Fees	
Account Reconciliation (One Hour Minimum)	\$25.00/Hour
Account Research (One Hour Minimum)	\$25.00/Hour
Statement Copy	\$5.00/Copy
Account Printout	\$5.00/Copy
Collection Items (Incoming and Outgoing)	\$20.00/Item
Wire Transfer (Outgoing): Domestic	\$15.00/Transfer
Money Order	\$1.00/Item
Garnishment or Levy	\$25.00/Item
Inactive Account	\$10.00/Month – After twelve (12) months of inactivity and account under \$100.00, no loans
Check/Draft Photocopy	\$3.00/Copy – Two (2) free per monthly statement dated 12/95 or after
Official Check (Members) (Nonmembers)	\$5.00/Check \$10.00/Check
Returned Statement	\$5.00/Statement
Guaranteed Funds Certification	\$15.00
Coin Roll Order	\$0.05/Roll after 5 <sup>th</sup> roll/day
Currency Strap Order	\$0.40/Strap
EFT FEES	
ATM Withdrawal/Transfer/Balance Inquiry @ Nonproprietary ATMs Not in the Alliance of Austin Credit Union ATM Network	\$1.50/Transaction
Supporting Document Photocopy	\$16.00/Item
ATM Card Reissue	\$5.00
Debit Card Reissue	\$5.00 (excluding cards automatically issued)
ATM PIN Replacement	\$2.00
Debit PIN Replacement	\$2.00



SAFE DEPOSIT BOX FEES	
Annual Rental Size 3" x 10"	\$60.00/Year
Annual Rental Size 5" x 10"	\$85.00/Year
Annual Rental Size 10" x 10"	\$105.00/Year
Annual Rental Size 15" x 10"	\$140.00/Year
Drilling of Box/Change of Locks	\$50.00/box plus locksmith fee
Lost Key	\$50.00/Item

**NCUA does not insure Safe Deposit contents.**



## TRUTH-IN-SAVINGS DISCLOSURE

MATURITY DATE: <span>--/------</span> EFFECTIVE DATE: <span>02/01/2024</span>										
The rates, fees and terms applicable to your account at the Credit Union are provided in this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.										
RATE SCHEDULE										
Account Type	Dividend Rate (%)	Annual Percentage Yield (APY)*	Minimum Opening Deposit and to earn APY	Rate Type	Dividends Compounded	Dividends Credited	Dividend Period	Additional Deposits	Withdrawals	Renewable
<input type="checkbox"/> Certificate Account				Fixed Rate	Monthly	Monthly and at Maturity	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
6 Month	4.00% 4.00% 4.00%	4.07% 4.07% 4.07%	\$1,000.00 \$50,000.00 \$100,000.00							
12 Month	4.20% 4.20% 4.20%	4.28% 4.28% 4.28%	\$1,000.00 \$50,000.00 \$100,000.00							
18 Month	4.30% 4.30% 4.30%	4.39% 4.39% 4.39%	\$1,000.00 \$50,000.00 \$100,000.00							
24 Month	4.00% 4.00% 4.00%	4.07% 4.07% 4.07%	\$1,000.00 \$50,000.00 \$100,000.00							
36 Month	3.80% 3.80% 3.80%	3.87% 3.87% 3.87%	\$1,000.00 \$50,000.00 \$100,000.00							
48 Month	3.80% 3.80% 3.80%	3.87% 3.87% 3.87%	\$1,000.00 \$50,000.00 \$100,000.00							
60 Month	3.80% 3.80% 3.80%	3.87% 3.87% 3.87%	\$1,000.00 \$50,000.00 \$100,000.00							
<input type="checkbox"/> Plus Advantage Certificate Account				Variable Rate - Member has discretion	Monthly	Monthly and at Maturity	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
12 Month	4.10% 4.10% 4.10%	4.18% 4.18% 4.18%	\$1,000.00 \$50,000.00 \$100,000.00							
18 Month	4.20% 4.20% 4.20%	4.28% 4.28% 4.28%	\$1,000.00 \$50,000.00 \$100,000.00							
24 Month	3.90% 3.90% 3.90%	3.97% 3.97% 3.97%	\$1,000.00 \$50,000.00 \$100,000.00							
36 Month	3.70% 3.70% 3.70%	3.76% 3.76% 3.76%	\$1,000.00 \$50,000.00 \$100,000.00							
48 Month	3.70% 3.70% 3.70%	3.76% 3.76% 3.76%	\$1,000.00 \$50,000.00 \$100,000.00							
60 Month	3.70% 3.70% 3.70%	3.76% 3.76% 3.76%	\$1,000.00 \$50,000.00 \$100,000.00							
<input type="checkbox"/> StartUp Certificate Account (one per member)				Fixed Rate	N/A	Monthly and at Maturity	Account's Term	Allowed – See Section 4	Allowed - See Transaction Limitations section	Automatic
12 Month	5.00%	5.00%	\$10.00							

**Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are term share accounts.**

**1. RATE INFORMATION** — The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For Certificate and Plus Advantage Certificate accounts, if your opening deposit is from \$1,000.00 to \$49,999.99, the first dividend rate and annual percentage yield listed for the applicable term in the Rate Schedule will apply. If your opening deposit is from \$50,000.00 to \$99,999.99, the second dividend rate and annual percentage yield listed for the applicable term in the Rate Schedule will apply. If your opening deposit is \$100,000.00 or greater, the third dividend rate and annual percentage yield listed for the applicable term in the Rate Schedule will apply. For StartUp Certificate Accounts, dividends will be paid on balances of \$10.00 to \$1,000.00; balances over \$1,000.00 will not earn dividends. For all accounts, except the Plus Advantage Certificate accounts, the dividend rate and annual percentage yield are fixed and will be in effect for the initial term of the account. During the term of your Plus Advantage Certificate account, you may increase the rate one time to the rate currently in effect for accounts of this type with the same term. For accounts subject to dividend compounding, the annual percentage yield is based on an assumption that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings. For StartUp Certificate accounts, dividends must be transferred to your Membership Savings account (Youth Membership Savings account for members less than 19 years of age); dividends cannot be added to your certificate account.

**2. DIVIDEND PERIOD** — For each account, the dividend period is the account's term. The dividend period begins on the first day of the term and ends on the maturity date.

**3. DIVIDEND COMPOUNDING AND CREDITING** — The compounding and crediting frequency of dividends are stated in the Rate Schedule.

**4. BALANCE INFORMATION** — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Membership Savings account (Youth Membership Savings account for members less than nineteen (19) years of age). Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For StartUp Certificate accounts, the maximum balance you may maintain in your account is \$1,000.00. For all accounts, dividends are calculated using the Daily Balance method, which applies a daily periodic rate to the principal in the account each day.

**5. ACCRUAL OF DIVIDENDS** — For all accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. For all accounts, if you close your account before accrued dividends are credited, accrued dividends will not be paid.

**6. TRANSACTION LIMITATIONS** — For all accounts, your ability to make deposits to your account and any limitations on such transactions are stated in the Rate Schedule. After your account is opened, you may make withdrawals subject to the early withdrawal penalties stated below.

**7. MATURITY** — Your account will mature as stated on this Truth-in-Savings Disclosure or on your Account Receipt or Renewal Notice.

**8. Additional Disclosures.** Bylaw requirements:

A member who fails to complete payment of one share within six months of member admission to membership, or within six months from the increase in the par value in shares, or a member who reduces his share balance below the par value of one share and does not increase the balance to at least the par value of one share within six months of the reduction may be terminated from membership at the end of a dividend period.

**National Credit Union Share Insurance Fund** – Members' accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

**Written Notice of Intention for Withdrawal** – The credit union reserves the right to require a member intending to make a withdrawal from any account (except a share draft account) to give written notice of such intent not less than seven days and up to 60 days before such withdrawal.

**9. EARLY WITHDRAWAL PENALTY** — We may impose a penalty if you withdraw funds from your account before the maturity date.

**a. Amount of Penalty.** For all Certificate accounts, the amount of the early withdrawal penalty is based on the term of your account. The penalty schedule is as follows:

Terms of greater than 90 days to 1 year or less	90 days' dividends
Terms of greater than 1 year but less than 48 months	180 days' dividends
Terms of 48 months or greater	365 days' dividends

**b. How the Penalty Works.** The penalty is calculated as a forfeiture of part of the dividends that have been or would be earned on the account. It applies whether or not the dividends have been earned. In other words, if the account has not yet earned enough dividends or if the dividends have already been paid, the penalty will be deducted from the principal. Since all dividends on the StartUp Certificate are immediately paid at crediting, the penalty will be deducted from the principal.

**c. Exceptions to Early Withdrawal Penalties.** At our option, we may pay the account before maturity without imposing an early withdrawal penalty when an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.

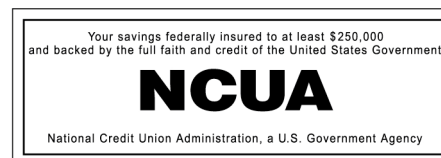
**10. RENEWAL POLICY** — The renewal policy for your accounts is stated in the Rate Schedule. For all accounts, your account will automatically renew for another term upon maturity, equal to the original term and requirements at the current dividend rate we are offering at that time unless (1) it is withdrawn within the grace period after maturity; (2) you give written notice within the grace period not to renew this account; (3) we send written notice that this account will not be renewed at least 30 calendar days before a maturity date. You have a grace period of 10 days after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty.

**11. NONTRANSFERABLE/NONNEGOTIABLE** — Your account is nontransferable and nonnegotiable.

**12. MEMBERSHIP** — As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below.

Par Value of One Share	\$10.00
Number of Shares Required	1

**13. RATES** — The rates appearing with this Schedule are accurate as of the effective date indicated on this Truth-in-Savings Disclosure. If you have any questions or require current rate information on your accounts, please call the Credit Union.





P.O. Box 14867 | Austin, TX 78761  
512.302.6800 | 800.252.8148

## 12 Month Save to Win® Certificate

### Truth-In-Savings Disclosure

**Effective Date:** 02/01/2024

**Maturity Date:**

**Save to Win Share Certificate:** Each Save to Win® Certificate requires an opening deposit of \$25.00 and additional deposits are allowed throughout the Certificate term ("Initial Term") and any subsequent terms, if renewed. Each account holder is limited to one Save to Win® Certificate.

**Dividend Rate:** The dividend rate is **4.15 %** with an **Annual Percentage Yield (APY)** of **4.23 %**.

**Rate Information:** The APY is a percentage rate that reflects the total amount of dividends to be paid on an account based on the rate and frequency of compounding for an annual period. The dividend rate and APY on the Save to Win® Certificate are fixed and will be in effect for the Initial Term of the account.

**Compounding and Crediting; Effect of Closing:** Dividends on the 12-Month Save to Win® Certificate will be compounded and credited monthly and at maturity. The dividend period is the term of the account. The APY is based on an assumption that dividends will remain on deposit until maturity. Withdrawals will reduce earnings. Unpaid accrued dividends will not be paid if the account is closed at any time prior to maturity.

**Minimum Balance Requirements:** Credit union membership is required in order to maintain accounts and obtain services. The minimum balance to open the Certificate account is **\$25.00**. The minimum balance to earn the stated APY is \$25.00. Certificate owner must maintain the minimum balance in the Certificate account each day to keep the account open. A Membership Savings account with a minimum balance of **\$10.00**, the Par Value of One Share, is also required. **Balance Computation Method:** Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account at the end of each day.

**Accrual of Dividends:** Dividends will begin to accrue on cash and non-cash deposits (e.g. checks) on the business day of the deposit to the account.

**Early Withdrawal & Penalty:** A penalty of 90 days' dividends will be imposed for any withdrawal before the maturity date, whether the dividends are earned or not. In other words, to the extent credited dividends are not available for the Early Withdrawal Penalty; the penalty will be assessed against the principal. **Exceptions to Early Withdrawal Penalties:** At our option, we may pay the account before maturity without imposing an Early Withdrawal Penalty when a Certificate owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.

**Transaction Limitations:** During each term of the Save to Win® Certificate, Certificate owners may make early withdrawals from the account, subject to the Early Withdrawal Penalty. If the early withdrawal reduces the principal below the required minimum balance, the Certificate will be closed and the Certificate owner will forfeit all drawing entries and be disqualified from subsequent prize drawings. Additional deposits are allowed during the term of this Certificate. During the Savings Promotion Raffle period, for every \$25.00 increase in month over month balance, the Certificate owner will earn one entry (up to 100 entries per month/300 entries per quarter) into the savings raffle. The Savings Promotion Raffle is subject to the Official Rules, which may be found online at [www.savetowin.org](http://www.savetowin.org) and are provided upon opening the Certificate.

**Renewal Policy:** The Save to Win® Certificate will automatically renew at maturity as a 12-month Save to Win® Certificate, at the current dividend rate, APY, and other terms we are offering at that time unless the Certificate owner(s) close the Certificate during the grace period, or we receive written notice before the end of the grace period not to renew the Certificate, or the credit union sends written notice, at least 30 days prior to maturity, that this Certificate will not be renewed. Certificate owner(s) will have a ten (10) day grace period after maturity to withdraw funds or close the account without being charged an Early Withdrawal Penalty.

**Bylaw Requirements:** A member who fails to complete payment of one share within six months of member admission to membership, or within six months from the increase in the par value in shares, or a member who reduces his share balance below the par value of one share and does not increase the balance to at least the par value of one share within six months of the reduction may be terminated from membership at the end of a dividend period.

**National Credit Union Share Insurance Fund:** Members' accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

**Written Notice of Intention for Withdrawal:** The credit union reserves the right to require a member intending to make a withdrawal from any account (except a share draft account) to give written notice of such intent not less than seven days and up to 60 days before such withdrawal.

**Nontransferable/Nonnegotiable:** The Save to Win® Certificate is nontransferable and nonnegotiable.

Your savings federally insured to at least \$250,000  
and backed by the full faith and credit of the United States Government

**NCUA**

National Credit Union Administration, a U.S. Government Agency

## MEMBERSHIP AND ACCOUNT AGREEMENT

This Membership and Account Agreement (the "Agreement") contains the rules governing your accounts with A+ Federal Credit Union (the "Credit Union") READ THIS AGREEMENT CAREFULLY. You may request a current copy of this Agreement by calling (512) 302-6800 or (800) 252-8148 or by writing to us at A+ Federal Credit Union, P.O. Box 14867, Austin, TX 78761.

This Agreement is subject to applicable federal laws and the laws of the State of Texas (except to the extent that this Agreement can and does vary those rules or laws). We may permit some variations from this Agreement, but any variations must be agreed to in writing. As used in this Agreement, the words "we," "our," and "us" mean the Credit Union and the words "you" and "your" mean the owner(s) of this account and anyone signing in a representative capacity (e.g. an "authorized signer" or grantee of a power of attorney) appointed by or on behalf of the owner(s) to sign on the account. The word "account" means any one or more checking or savings accounts you have with the Credit Union. "Party" means a person who, by the terms of the account, has a present right, subject to request, to payment from the account other than as a beneficiary, authorized signer, or other person signing only in a representative capacity. This account may not be transferred or assigned without our written consent.

The classification and form of ownership of your accounts are set forth on your Account Signature Card. By signing an Account Signature Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement and the Account Signature Card, Funds Availability Policy Disclosure, the Electronic Funds Transfer Agreement, the Truth-in-Savings Disclosure, if applicable, and any Account Receipt, accompanying this Agreement, and the Credit Union's Bylaws and policies, and any amendments of these documents from time to time which collectively govern your Membership Accounts and agree that we may rely exclusively on the same and that we have no obligation to rely on any other documents. You understand that we may optically scan or image your Account Signature Card and agree that the imaged or scanned Account Signature Card is binding on you and us. You further agree that this Membership & Account Agreement is written in English, and that it is your responsibility to obtain help in the event you should have any language difficulties in reading this contract.

- 1. Membership Eligibility.** To be eligible for membership in the Credit Union, you must be an individual or entity qualifying within the Credit Union's field of membership and must purchase and maintain at least a share (the "membership share") as required by the Credit Union's Bylaws that defines the member as the sole or primary/first owner. Being named as a joint owner of a multiple-party account does not establish membership. The par value of each share for any current or future member shall be \$10. Subscriptions to shares are payable at the time of subscription, or in installments of at least \$2 per month. A member who fails to complete payment of one share within six (6) months of his/her admission to membership, or within six (6) months from the increase in the par value of shares, or a member who reduces his/her share balance below the par value of one (1) share and does not increase the balance to at least the par value of one (1) share within six (6) months of the reduction may be terminated from membership. To comply with government regulations, you understand that you must provide us with current government issued picture identification and other information required by the Government. You agree that we are authorized to verify financial information, data, and employment history by any necessary means, including obtaining a consumer report by any consumer reporting agency. For your and our protection, you agree that we may retain a copy or image of your current government issued picture identification for identity verification on any and all account transactions or requests.
- 2. Member in Good Standing.** Members in good standing retain all their rights and privileges in the credit union. A member not in good standing may be subject to a policy that limits credit union services. A member not in good standing is one who has engaged in any of the conduct listed below related to for-cause expulsion. In the event of a suspension of service, the member will be notified of what accounts or services have been discontinued. Subject to Article XIV of A+ FCU Bylaws and any applicable limitation of services policy approved by the board, members not in good standing retain their right to attend, participate, and vote at the annual and special meetings of the members and maintain a share account.

Conduct related to for-cause expulsion means:

- (A) a substantial or repeated violation of the Membership Agreement of the credit union;
- (B) a substantial or repeated disruption, including dangerous or abusive behavior, to the operations of a credit union, as defined below; or
- (C) fraud, attempted fraud, or conviction of other illegal conduct in relation to the credit union, including the credit union's employees conducting business on behalf of the credit union

"Dangerous or abusive behavior" includes the following: (1) violence, intimidation, physical threats, harassment, or physical or verbal abuse of officials or employees of the credit union, members, or agents of the credit union. This only includes (a) actions while on credit union premises or otherwise related to credit union activities, and through use of telephone, mail, email, or other electronic method; (b) behavior that causes or threatens damage to credit union property; or (c) unauthorized use or access of credit union property.

3. **Single-Party Accounts.** If the account is designated as a Single-Party account, the account will be opened and maintained in the name of the one Party, who is the sole signatory thereof. The Party to the account owns the account.
- A. **No P.O.D. Designation.** On the death of the Party, ownership of the account passes as a part of the Party's estate under the Party's will or by intestacy. Unlike Multiple-Party accounts, no other person will have an ownership interest in, or right of survivorship interest under a Single-Party account, except as otherwise provided by law.
- B. **P.O.D. Designation Made.** If the Account Signature Card designates a Payable on Death (P.O.D.) beneficiary and is signed by the account Party, then on the death of the Party, ownership of the account passes to the P.O.D. beneficiary(ies) identified on the Account Signature Card (equally if there are multiple beneficiaries). The account is not a part of the Party's estate, and we will pay the account to the P.O.D. beneficiaries unless otherwise required by law. If on the death of the Party, a designated P.O.D. beneficiary on an account with multiple P.O.D. beneficiaries is also deceased, the deceased P.O.D. beneficiary's portion will be paid to the surviving P.O.D. beneficiary(ies). If a designated P.O.D. beneficiary dies after the Party but before the P.O.D. beneficiary's part of the funds are claimed, then the deceased P.O.D. beneficiary's portion of the funds will be paid to the deceased P.O.D. beneficiary's estate. The Party, while living, reserves the right to terminate this account at any time by written notice delivered to us, in which event the P.O.D. beneficiary shall have no interest in funds so distributed.
4. **Multiple-Party Accounts.** An account owned by two or more persons is a Multiple-Party account. A survivorship designation may be invalid unless it is signed by the Party who dies. The following items are applicable to any Multiple-Party account.
- A. **Rights of Survivorship (No P.O.D. Designation).** The Parties to the account own the account in proportion to the Parties' net contributions to the account. The Credit Union may pay any sum in the account to a Party at any time. On the death of a Party to a Multiple-Party Account, all sums in the account on the date of death vest in and belong to the surviving Party(ies) and their separate property and estate. If this account is issued to a married couple, you both intend and agree that any community property in the account be transmuted (changed) into separate property and that all property in the account is held jointly with right of survivorship. This means that after the death of either spouse, the balance in the account may be paid to the surviving spouse.
- B. **Rights of Survivorship (P.O.D. Designation Made).** The Parties to the account own the account in proportion to the Parties' net contributions to the account. The Credit Union may pay any sum in the account to a Party at any time. On the death of a Party to a Multiple-Party Account, all sums in the account on the date of death vest in and belong to the surviving Party(ies) as their separate property and estate. If a P.O.D. designation is made and is signed by all account Parties, on the death of the last surviving Party, the ownership of the account passes to the P.O.D. beneficiary(ies) identified on the Account Signature Card (equally if there are multiple beneficiaries), and we will pay the account to the P.O.D. beneficiaries unless otherwise required by law. If on the death of the last surviving Party on an account with multiple P.O.D. beneficiaries, a designated P.O.D. beneficiary is also deceased, the deceased P.O.D. beneficiary's portion will be paid to the surviving P.O.D. beneficiary(ies). If a designated P.O.D. beneficiary dies after the last surviving Party but before the P.O.D. beneficiary's part of the funds are claimed, then the deceased P.O.D. beneficiary's portion of the funds will be paid to the deceased P.O.D. beneficiary's estate. The Parties, while living, reserve the right to terminate this account at any time by written notice delivered to us, in which event the P.O.D. beneficiary(ies) shall have no interest in funds so distributed.
- C. **Actions by Multiple-Party Account Owners.** Any Multiple-Party account owner is authorized and deemed to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account, requests for future services, and any transaction from any other account owner. Each Multiple-Party account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment on items drawn on an account, transfer, or pledge to the Credit Union all or any part of the shares of any account without the consent of the other account owner(s) and the Credit Union shall have no duty in such event to notify any other account owner(s). The Credit Union reserves the right at any time to require written consent of all account owners for a change of ownership or termination of a Multiple-Party account. If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instruction from them, the Credit Union may: (1) suspend or terminate the account; (2) require an account owner to obtain a court order in order to take any action on a transaction; or (3) require that all account owners agree in writing to any transaction concerning the account.
- D. **Multiple-Party Account Owner Liability.** If any item deposited in a Multiple-Party account is returned unpaid, an account is overdrawn, or if we do not receive final payment on any transaction, each of the Multiple-Party account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the Multiple-Party account regardless of who contributed the funds to the account.

- E. Minor Accounts.** A minor, person who has not reached the age of majority under Texas law, may open an account with us either as a Single-Party or Multiple-Party account. We reserve the right to require that the minor person's account be a Multiple-Party account with an owner who has reached the age of majority under Texas law who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts on such account. The non-minor owner must meet the membership requirements under the Credit Union's field of membership established in the Credit Union's Bylaws. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. By opening an account, the minor owner agrees that he/she is subject to the terms, responsibilities and liabilities of this Agreement. Unless a parent or guardian is an account owner, the parent or guardian shall not have any right to access the account. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or any account owner. The Credit Union shall not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.
- 5. Organizational Accounts.** If the member is a corporation, partnership, or other legal entity, every person affixing his/her signature to the Account Signature Card represents, warrants and agrees: (a) that he/she is fully authorized to execute the Account Signature Card and enter into this Agreement in the capacity therein stated; (b) that the organizational member has furnished the resolution, or other documents giving or evidencing such authority to execute the Account Signature Card and enter into this Agreement; and (c) that the member shall furnish to the Credit Union other resolutions, agreements, or documents as the Credit Union may request to evidence any association, organization, or other action relating to opening or maintenance of the Account and any changes therein. We will require that an organizational Account Signature Card be executed which will designate the persons permitted to transact business on the Account, including, but not limited to, the right to withdraw and the conditions required for withdrawal of funds from any account in the name of a legal entity such as an association or other organization. We will honor such authorization according to its terms until it is amended or terminated in writing by the governing body of the organization.
- 6. Term Share Accounts.** Any term share (referred to also as "Certificates") account allowed by state law (Time Account), whichever is offered by the Credit Union, is subject to the terms of this Agreement and the specific terms and disclosures set forth in the Truth-In-Savings Disclosure applicable to these accounts which is incorporated herein by reference. The Credit Union will not honor a pledge of a Term Share Account as collateral security to secure a loan in favor of another financial institution other than this Credit Union.
- 7. Uniform Transfers to Minors Account.** A Texas Uniform Transfers to Minors Account (TUTMA) is an individual account established by a member (qualified under the membership requirements under the Credit Union's field of membership) as a custodian and/or donor by depositing funds (or otherwise having funds deposited) as an irrevocable transfer to a minor. The minor to whom the transfer is made is the owner and beneficiary of the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor, and barring a court order otherwise, is the only Party entitled to make deposits to, withdrawals from, or close the account. The custodian of the account is under a legal duty to distribute the property in the account to the beneficiary when the beneficiary attains 21 years of age. The Credit Union has no duty to inquire into the use or purpose of any transaction by the custodian or to require distributions from the account. 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 any instructions executed or given by a person acting as a donor or custodian, or (iv) oversee the application by a custodian of money or other property paid or delivered to the custodian. In the event of the custodian's death, if a successor custodian is not otherwise designated in the Account Signature Card, the Credit Union may place an administrative hold on the account, until it receives instructions from any person authorized by law to withdraw funds or a court order authorizing such withdrawal.
- 8. Convenience Signer Designation.** You may authorize one or more PERSONS, each referred to as a convenience signer or a co-signer, to make transactions on your account. The co-signers have NO ownership interest in your account and no voting rights in the Credit Union. You may also designate a payable-on-death beneficiary on your account. If the co-signers are not also designated as a beneficiary on your account, upon the death of the last surviving account owner, the co-signers shall have NO right of survivorship in your account and ownership shall pass as a part of the last surviving account owner's estate under his or her Will or by intestacy or to the designated payable-on-death beneficiary of your account. If the Credit Union makes payment of sums on deposit in your account to a co-signer after the death of the last surviving account owner, and before the Credit Union has received written notice of that account owner's death, the Credit Union is completely released from liability for the payment. If an addition is made to your account by anyone other than a Party to the account, the additions and accruals to the additions are considered to have been made by a Party. All deposits to your account and additions and accruals to the deposits may be paid to a Party establishing the account or to a co-signer. The Credit Union has no duty to inquire about the use or purpose of any transaction made by a convenience signer on your account. The Credit Union is completely released from liability for a payment made from your account before it receives notice in writing signed by a Party not to make payment in accordance with the terms of the account. After receipt of such notice from a Party, the Credit Union may require a Party to approve any further payments from the account.



**9. Estate & Guardianship Account.** At our option we may issue shares and accept deposits in the name of the estate of a deceased member being administered or the name of a Ward on whose behalf a Guardianship has been established under applicable law. Any estate representative (whether executor, administrator, or otherwise) or Guardian authorized to sign on any such account shall be subject to the terms and conditions set forth in this Agreement and any other agreement governing any such account. You agree that we will have no fiduciary responsibility or obligation in connection with any such account beyond our obligations otherwise set forth in this Agreement or other applicable agreement, and you agree that we will not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds by the estate representative or guardian. If we are presented with Letters Testamentary, Letters of Administration, or Letters of Guardianship valid on their face, you agree that we will have no further duty to (i) determine if the person appointed estate representative or guardian has qualified or continues to be qualified as estate representative or guardian, (ii) determine if an act of the estate representative or guardian is in accordance with or authorized by the Texas Probate Code, Texas Estates Code, or other applicable law, (iii) question the validity or propriety of any instrument or any instructions executed or given by a person acting as an estate representative or guardian, or (iv) oversee the administration by an estate representative or guardian of money or other property paid or delivered to him or her. You agree that we may rely upon Letters Testamentary, Letters of Administration, or Letters of Guardianship that are valid upon presentment, that we may continue to rely upon the same without inquiring into their expiration or renewal, and that we may assume their renewal unless notified in writing to the contrary. Further, you agree that we will have no obligation to recognize or honor any such Letters that we know to have expired without renewal pursuant to the provisions of the Texas Probate Code, Texas Estates Code, or other applicable law. If we receive notice of expiration without renewal, we will have no obligation to honor any check or other order that is presented for payment or to honor any requests for withdrawal of funds from the account of an estate or Ward until we receive renewed Letters or another order issuing out of a court of competent jurisdiction.

**10. Special Account Instructions.**

- A.** An agency designation is an instruction to the Credit Union that the account owner has authorized another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Credit Union voting rights. The Credit Union is under no obligation to honor any agency designation under power of attorney or other similar agency designation; unless required by law.
- B.** You may request that the Credit Union accommodate provisions from a trust, will, or a court-ordered arrangement. The Credit Union cannot and does not provide legal advice. Hence, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. You agree that if you request that the Credit Union open an account in the name of a trust, 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 the Credit Union from any liability for the sums paid. You agree that the Credit Union shall have no fiduciary responsibility or obligation in connection with any such account beyond our obligations set forth in this Agreement, and that the Credit Union shall serve solely as a depository for the trust funds. You and any Trustee agree to save, indemnify, defend, and hold the Credit Union harmless from any claim, demand, suit, or any 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.
- C.** If you ask the Credit Union to follow any instructions that the Credit Union believes might expose it to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to indemnify the Credit Union or post a bond or provide other protection to the Credit Union. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by an applicable signed Change form and accepted by the Credit Union.

**11. Relief Fund Account**

- A.** At our option we may issue shares and accept deposits in the name of a Member/Owner on whose behalf a Relief Fund has been established.
- B.** Any Member/Owner on whose behalf a Relief Fund account is established and any Custodian authorized to sign on any such account (herein collectively referred to as "you") shall be subject to the Credit Union's Membership and Account Agreement and any other agreement governing any such account, all of which are incorporated herein by reference. A Relief Fund Account is owned by the Member/Owner, and the Custodian named is the sole Party entitled to access the account for the Member/Owner's benefit. You agree that we will have no fiduciary responsibility or obligation in connection with any such account beyond our obligations otherwise set forth in the agreements governing this account, and you agree that we will not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds by the Custodian.
- C.** We have no duty to (a) determine if the person designated or acting as Custodian has been duly designated, (b) determine if an act of the Custodian is in accordance with or authorized by applicable law, (c) question the validity or propriety of any instrument or any instructions executed or given by a person acting as Custodian, or (d) oversee the application by a Custodian of money or other property paid or delivered to the Custodian.



- D. You agree to save, indemnify, defend, and hold the Credit Union 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 Relief Fund account.
- 12. Death of Account Owner.** The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union is notified of owner's death. Once the Credit Union is notified of a member's or joint account owner's death, the Credit Union may pay drafts or honor other payments or transfer orders authorized by the deceased owner for a period of ten (10) days unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the drafts or other items. You agree the Credit Union can require that anyone who claims funds in your account after your death indemnify the Credit Union for any losses resulting from honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner. The share account of a deceased member (other than one held in joint tenancy with another member) may be continued until the close of the dividend period in which the administration of the deceased's estate is completed, but not to exceed a period of 4 years.
- 13. Dormant Accounts/Delivery of Property to State Comptroller.** If a deposit or withdrawal has not been made on any account and the Credit Union has had no other sufficient contact with you within three years or any other period specified by state law, the account will be presumed to be abandoned and classified as dormant. Funds in dormant accounts will be reported and delivered to the Texas Comptroller of Public Accounts in accordance with state law. Once funds have been turned over to the Comptroller, the Credit Union has no further liability to you for such funds and if you choose to reclaim such funds, you should file a claim with the Texas Comptroller of Public Accounts. If you choose to have the Credit Union assist you with your claim, there will be a TX Unclaimed Property Reclamation of Funds Fee (Refer to Fee Schedule for current fee.)
- 14. Deposit of Funds Requirement.** Any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars). We are not responsible for transactions initiated by mail or outside depository until we actually record them. If you make a bulk deposit in person and leave the deposit with us for later processing, we will not be responsible if the actual deposit does not reconcile with the deposit amount indicated on the deposit slip. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond its exercise of ordinary care. The Credit Union accepts deposits and issues receipts for these deposits subject to the subsequent verification of the deposit. If a deposit is made into your account and we subsequently determine that the amount of the deposit initially credited was incorrect, we may correct any such error and make corresponding adjustments to your Account in order to reflect the correction. The Credit Union will not be liable for the negligence of any correspondent or for loss, in transit, and each correspondent will only be liable for its own negligence. All transactions received after the "daily cut-off time" on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next business day that we are open. If this account earns dividends, we are prohibited by law from guaranteeing the payment of dividends or that dividends we do pay will be at the contracted rate. We must base our dividend payments to you upon the money we actually earn and that is available for distribution at the end of a dividend period. Unless otherwise agreed, you waive any right to receive any original item after it is paid. The Credit Union reserves the right to send any item for collection. Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirement set forth in the Truth-In-Savings Disclosure. You agree to maintain a record identifying each item deposited.
- 15. Preauthorized Direct Deposits Transfers.** The Credit Union may offer direct deposit options allowing you to preauthorize deposits of payroll checks, Social Security or retirement checks, or other government checks, or preauthorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization form. If you have any concerns, please contact your payor for verification. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a filing of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.
- 16. Unstaffed Facility.** You agree that use of any unstaffed facility, including automated teller machines (ATMs), shall be at your sole risk, except where prohibited by law, and the Credit Union shall not be liable for any loss or damage sustained in the use of any unstaffed facility unless the loss or damage is caused by the Credit Union's gross negligence or deliberate malfeasance. Your deposits received at unstaffed facilities will be credited to your account on the day funds are removed and processed by the Credit Union.
- 17. Right to Refuse Deposit.** If you request that we accept a check for a deposit that has already been deposited at a financial institution but returned, we are under no obligation to accept that 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. The Credit Union, at any time, and in its discretion, may refuse any deposit, limit the amount which may be deposited, accept all or any part of any deposit for collection only, or return all or any part of any deposit.

- 18. Foreign Currency Items.** Your items drawn on an institution located outside the United States are handled on a collection basis only. Amounts will be credited to your account when we receive final payment.
- 19. Waiver of Notices Regarding Deposits.** You waive any and all notices of nonpayment, dishonor, demands for payment, presentation for payment, protests or notices of protest regarding any items purchased or received by the Credit Union for credit to your account or for collection.
- 20. Endorsements.** You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, any one or more owners on the account, whether or not they are endorsed by all payees. You authorize the Credit Union to supply missing endorsements of any owners if the Credit Union chooses to supply such endorsements. If an insurance, government or other check requires an endorsement as set forth on the back of the check, the Credit Union may require endorsement as set forth on the item. You agree that your endorsement of any check deposited at the Credit Union shall be placed in the designated space on the reverse side of the check between the top edge and 1-1/2 inches from the top edge. The Credit Union may accept checks with endorsements outside this space. However, your failure to endorse a check in the proper area or if any endorsement or any other markings you have made or any prior endorser has made on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error. In any case, the Credit Union shall not be liable for any losses or damages incurred as a result of the condition of the reverse side of the check where it was deposited or your failure to endorse a check in the proper area.
- 21. Account Access.**
- A. Authorized Signature and Transaction Authority.** Unless otherwise clearly indicated to the contrary, any one of you who signs in the space designated for signatures on the Account Signature Card, including anyone signing in a representative capacity, may withdraw or transfer all or any part of the account balance at any time on forms approved by us. Each of you (until we receive written notice to the contrary) authorizes every other person signing on the Account Signature Card to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We will not be liable for refusing to honor any item or instruction of yours if we believe in good faith that the signature, instruction, provision or term on such item or the form itself is not genuine or is altered. You authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen on the signature card or that are filed separately with us, and contain the required number of signatures for this purpose even if it was made by an unauthorized person. You request and authorize the Credit Union to honor any and all such facsimile signatures without any obligation of the Credit Union to determine the source of any such signature to any item or documents. You assume the entire risk that such facsimile signature will be used improperly whether by an authorized or unauthorized person.
- B. Access Options.** You may make withdrawals or transfers from your account in any manner which is permitted by the Credit Union (i.e., draft, automated teller machines (ATMs), ACH debit, in person, by mail, automatic transfer, telephone, or fax, as applicable). You must use the approved Credit Union vendor for printing drafts (checks) for your account. If the Credit Union accepts any draft that is not drawn on a form provided by the Credit Union or the Credit Union approved vendor, you will be responsible for any loss incurred by the Credit Union for handling the draft. 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. The Credit Union may return as unpaid any draft that is not drawn on the form provided by the Credit Union and you agree that such nonpayment is not wrongful. You agree to complete checks using a non-gel black or dark blue ink that will transfer well during any imaging of the check, and we will not be liable for any resulting losses if you fail to follow this requirement. The Credit Union has the right to review and approve or disapprove any form of power of attorney and may restrict any withdrawals or transfers on your accounts. You agree that we may recover any attorneys' fees or costs expended in connection with satisfying ourselves as to the validity of a power of attorney or other similar agency designation.
- C. ACH & Wire Transfers.** If provided by the Credit Union, you may initiate or receive credits or debits to your account via wire transfer or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the Credit Union will notify you of the credit or debit to your account by indicating the amount on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for an ACH transfer, we may reverse the provisional credit to your account or you will refund the amount to the Credit Union. If the payment instruction does not specify an account, the Credit Union may deposit the payment into any share account which you maintain with us. No dividends will be paid on wire transfer payments deposited into your account unless the account otherwise pays dividends. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number as the proper identification, even if it identifies a different party or

institution. You may initiate a wire transfer any time during a Funds Transfer Business Day. A Funds Transfer Business Day is considered to be Monday-Friday (except legal holidays) from 9:00 a.m. to 3:30 p.m. Any amendment or cancellation of the wire transfer must be in writing and received by the Credit Union prior to the transmittal of the wire transfer. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association.

You are responsible for assisting the Credit Union's effort to protect your account from unauthorized access by third parties. You agree that we may verify the authenticity of payment orders using our security procedures in place at the time of any such order, which may include signature verification, requesting personal identifying documents or information, and/or calling you by phone. Except as otherwise limited by state or federal law, the Credit Union will hold you responsible for furnishing others with information that aids or enables them to access your account(s). You will also be held responsible for failing to notify the Credit Union in a timely manner no later than 30 days from the date of the statement on which the unauthorized transaction occurred of improper or unauthorized access to your account(s). To the extent permitted by law all costs, fees, and other liabilities that result from the Credit Union's inability to stop a payment or other transaction that was initiated (with or without your authorization) based upon account information you provided to a third party or due to your failure to timely notify the Credit Union of improper or unauthorized access to your account(s) are your responsibility. You are also responsible for reconciling your statement of account to confirm all transactions are accurate. In the event of any discrepancies, you must notify the Credit Union within a timely manner (not to exceed 30 days from the date of the statement). The Credit Union's liability shall be limited to the amount of the transaction and dividends on that amount based on the lowest dividend rate applicable at the time of the account affected by the erroneous transaction for the time period from the date of the error until corrective action is taken, or 30 days, whichever is less.

- D. Sight Examination.** You agree that the Credit Union may disregard information on any check or other item other than the signature(s), amount of the item and any magnetic encoded information. You agree the Credit Union does not fail to exercise ordinary care in paying items solely because its procedures do not provide for sight examination of items.
- E. Payment Authorization.** You authorize us to pay checks signed by you and charge the payments against the applicable account. In some circumstances, a person, merchant or other entity can convert your check and/or check information to an electronic fund transfer (EFT) and debit your account. The conversion of your check to an EFT is covered by this Agreement and our Electronic Funds Transfer Disclosures. You authorize us to honor the EFT and debit your account just as if the original check were presented for payment. The law permits us to pay items (such as checks or drafts) drawn on your account in any order. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. We will generally process the checks in check number order. If the 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 withdrawal orders or checks payable to the Credit Union and dishonor or refuse any item or withdrawal order for which there are insufficient funds available thereafter. ACH and Check Card debits are posted upon receipt.
- 22. Final Payment and Charge-Backs.** All items, including both paper and electronic type transactions, credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of such items or ACH transfers or both and impose a return item charge on your account. If the Credit Union incurs any fee to collect any item, the Credit Union may charge such fee to your account. The Credit Union reserves the right to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to chargeback against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use. The Credit Union may debit the Account into overdraft on a charge-back situation, and not be liable for damages to you as a result thereof. Nothing in this Agreement shall be construed to require the Credit Union to debit the Account into overdraft or to create an arrangement for the extension of credit by means of overdrafts.
- 23. Account Rates and Fees.** Each of you agrees for yourself (and the person you represent if you sign as a representative of another) to the terms of this Agreement and the fees outlined in the Fee Schedule that we impose. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not covered by this Agreement. Each of you also agrees to be jointly and individually liable for any account deficit resulting from charges or overdrafts, whether caused by you, an attorney-in-fact, or another authorized to withdraw from this account, and our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees. If you violate the terms of this Agreement you agree that at our option we may suspend your rights to standard services for all accounts except for your Membership Savings Account which will then be limited to deposits and withdrawals.
- 24. Transaction Limitations.**

  - A. Withdrawal Restrictions.** The fact that we may honor withdrawal requests which overdraw the finally collected account balance does not obligate us to do so, unless required by law. Withdrawals will first be made

from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitations. We reserve the right to require you to notify us of your intention to withdraw funds from this account as explained in our Bylaws. Withdrawals from a term share account prior to maturity or prior to the expiration of any notice period may be restricted and may be subject to penalty. See your Truth-In-Savings Disclosure for penalties associated with these types of accounts and for early withdrawal.

The Credit Union may also refuse to allow a withdrawal in other cases including, but not limited to: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a writ of garnishment, writ of attachment, levy or other similar legal process or notice affecting the account is properly served on the Credit Union; the account to be drawn on already secures an obligation to the Credit Union; any required documentation has not been presented; you appear to lack the capacity to conduct a transaction or if you fail to repay a Credit Union loan on time. Refer to the Fee Schedule for fees imposed for garnishments and levies. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account, except a share draft account, of not less than seven (7) days in accordance with applicable law before such withdrawal.

Saturday services at some branch locations are limited to deposits, withdrawals, transfers between accounts with the Credit Union, loan payments and check cashing. Additionally, an account owner may be limited to withdraw amounts from an account not to exceed two thousand dollars (\$2,000.00) on weekends or at any time at the drive-up teller stations.

- B. Transfer Limitations.** For share savings and money market accounts, if applicable, you may make up to and including six (6) transfers and withdrawals from your account to another account of yours or to a third party during any calendar month by means of preauthorized, automatic, Internet, telephonic or audio response transfers or orders of instruction or by check, draft or similar order. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders including orders received through the ACH. There is no limit on the number of transfers you may make to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail, or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union and the Credit Union may impose a charge.

- 25. Overdraft and Overdraft Protection.** We are under no obligation to pay any item, including checks, ACH, debit cards and other electronic transactions (i) the amount of which exceeds the available balance of the account (including the original membership deposit) upon which that item was drawn or (ii) which would exceed limitations imposed upon the applicable account under our policies or procedures or under applicable law, including Federal Reserve Board Regulation If any item is presented without sufficient funds (NSF) in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). In the event we do pay any such item, we will not waive our right to dishonor any subsequent items presented. If we do pay an item, the amount of which exceeds the available balance in your account upon which it is drawn, you agree to pay immediately the amount by which that account is overdrawn together with any fees which we might assess unless the account is covered by the Account Overdraft Protection Agreement. You also authorize us to deduct any overdraft from your next deposit, which may include deposited paper or electronic benefit payments such as Social Security and Supplemental Security Income, to withhold or to transfer funds from any other account to which you are a Party in amounts sufficient to cover any overdraft, or to use any other collection remedy available to us at law. In the event you issue a check or take any other action which would result in the account becoming overdrawn, and if you executed an Account Overdraft Protection Agreement, such check or action taken shall be deemed to be a request by you to us to transfer available funds from your Membership Savings Account, or any other account(s) you may designate, in \$50 increments as set forth in the Account Overdraft Protection Agreement, to pay such check, draft or other debit item, 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) in the manner in which you have directed in the Account Overdraft Protection Agreement. If there are sufficient funds in your savings account, or other designated account, below the \$50 increment but still sufficient to pay the check, draft, or other debit item and any fee, we will do our best to transfer the funds to your checking account. A fee may be charged for overdraft protection transfers as set forth in the Fee Schedule. While there is a charge for automatically moving funds from a share account or an overdraft line of credit, there is no charge if you move funds yourself to cover an overdraft either in person, via AUDI (Audio Response System) or thru the internet. No more than 6 transfers (as defined in Section 23.b of this Agreement) will be permitted in any calendar month. If you overdraw your account requiring overdraft protection transfer and you have already utilized 6 transfers for the calendar month (as defined in Section 23.b of this Agreement), we may pay the item (creating an overdraft) or return the item (NSF), and a charge will be made to your account in such amounts as we may establish from time to time in the Fee Schedule. This fee is imposed for any overdraft created by checks, ACH, debit cards, or by other electronic means.

Additionally, more than one overdraft fee may be charged against the account per day, depending on the number of checks presented on, and other withdrawals made from the account. While we reserve the right to pay or not pay any item presented without sufficient funds, you may request that we do not pay such items. In that case, we will return any item presented without sufficient funds (NSF). If you prefer that we not pay such items, you must contact us by calling us at (512) 302-6800 or (800) 252-8148 or writing us at PO Box 14867, Austin TX 78761 and informing us that you do not want us to pay any items presented without sufficient funds. If you do not notify us, we retain the right, in our discretion, to pay or not pay any item presented without sufficient funds. We will not honor overdrafts of any type from an ATM or teller workstation. 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.

#### **Debit Card Overdraft Consent**

If a one-time debit card transaction is presented without sufficient funds in your account to cover the transaction, we will not pay the transaction unless you authorize us to do so. If you do authorize us, then we may pay the one-time debit card transaction presented without sufficient funds in your account, which will create an overdraft and you will be charged a fee. If you do not authorize us, we will return all one-time debit card transactions that are presented without sufficient funds in your account NSF. You may reinstate or revoke your authorization to have us pay one-time debit card transactions at any time by calling us at (512) 302-6800 or (800) 252-8148 or writing us at PO Box 14867, Austin TX 78761 and informing us of your decision. Your decision does not guarantee that we will always pay your debit card transactions when there are insufficient funds in your account to cover the transaction. We retain the right to pay or not pay any items at our discretion when there is not enough money in your account to cover the transaction according to our standard overdraft practices.

#### **Understanding Your Available Balance**

Your "available balance" is the balance in your account after deducting (1) deposits that are not yet available for withdrawal under our Funds Availability Policy, (2) debit card or other transactions that we are legally obligated to pay or have already paid, (3) other pending transactions such as ACH transactions, and (4) any holds on your account, such as holds on funds to comply with court orders or other legal requirements.

The available balance in your account is used to determine if there are sufficient funds to pay any items, including checks, ACH, debit cards and other electronic transactions. As defined above, the available account balance may contain preauthorized holds for pending transactions, such as debit card purchases. In some cases, the preauthorized hold amount placed on your account may be greater than the actual purchase amount. It is important to understand how the credit union uses your available balance, which may include preauthorized holds for pending transactions, when deciding to pay items that may cause your account to be overdrawn. In order to better manage your account and avoid overdrafts, preauthorized holds and pending transactions are noted when accessing your transaction history with online banking. You can conveniently access your current available account balance anytime online, by phone, or at any of the credit unions ATMs.

- 26. Postdated and Stated Checks.** You authorize us to accept and pay any check without regard to the date of the check even if the check is presented for payment before its date unless you notify the Credit Union of the postdating. Your notice will be effective only if the Credit Union receives the notice in time for the Credit Union to notify its employees and reasonably act upon the notice and you accurately describe the check, including the number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give the Credit Union an incorrect, incomplete, or untimely notice, the Credit Union will not be responsible for paying the check before the date stated and the Credit Union may charge your account as of the date the Credit Union pays the check. An oral notice of postdating will only be binding for fourteen (14) days unless renewed in writing during that time. A written notice will be effective for six (6) months. Any notice to stop payment on a postdated check or a notice to stop payment will incur a charge which is set forth in the Fee Schedule. A written notice may be renewed in writing from time to time. You also agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check or draft drawn on your account which is presented more than six (6) months after its date.

**27. Stop Payment Orders.**

- A. Request.** You may stop payment of items drawn on your accounts. You agree to hold us harmless from any claim, loss, damage, or expense which 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. You may request a stop payment in writing, via A+ Online (formerly Member Connect Web), AUDI (Audio Response), or orally. A stop payment order, a renewal of any such order, or a revocation of any such order shall not be effective until we have received it and had a reasonable opportunity to act on it. Due to limitations of our computer systems, items subject to stop payment orders cannot be intercepted unless 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. Any stop payment order or renewal will incur a charge which is set forth in the common fees listed in the Fee Schedule.
- B. Duration of Stop Payment.** A stop payment order will be effective for six months and may be renewed upon a request made in writing to us. Oral stop payment orders will only be binding for fourteen (14) days unless

renewed in writing during that time.

- C. Liability.** 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 is an account owner 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, you agree that we are not required to recredit your account until, in our discretion; you prove to us that you have suffered a loss, and you establish the amount of the 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 after paying an item over a valid stop payment order, you will 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.
- D. Other items.** For information concerning your right to stop payment of preauthorized electronic fund transfers, please refer to the Electronic Fund Transfers Agreement that accompanies this Agreement. You acknowledge and agree that you may not stop payment of cashier's checks, certified checks, or Credit Union official checks issued by us at your request. In addition, you may not stop payment of transactions initiated through the use of an ATM card or similar device used at an ATM or point-of-sale terminal.
- 28. Compliance with Law.** You will not use your account to conduct transactions relating to unlawful internet gambling or any other illegal activity. We may refuse any gambling transaction, whether lawful or not, or any other transaction which appears to be involved with illegal activity.
- 29. Credit Union Liability.** If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if: (a) through no fault of the Credit Union, your account does not bear sufficient funds to make the transaction; (b) circumstances beyond the Credit Union's control prevents the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; or (d) the money in your account is subject to legal process or other claim. The Credit Union will not be liable for consequential damages. The Credit Union's actions will constitute the exercise of ordinary care if such actions or nonactions are consistent with applicable state law, Federal Reserve Board regulations and operating letters, clearinghouse rules, and general banking practices followed in the area served by the Credit Union. You grant the Credit Union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations made by you or Credit Union employees and any written form will be resolved by reference to this Agreement and the applicable written form.
- 30. Statutory Lien.** If you fail to satisfy any outstanding financial obligation with us, federal law gives us the right to apply the balance of shares and dividends in your Account(s) at the time of nonpayment, including direct deposits of Social Security and other government benefits, to satisfy that obligation. We may exercise this right at the time of nonpayment without further notice to you.
- 31. Contractual Lien.** In addition to any lien we have as a matter of law, you grant us a contractual lien on all shares and dividends, including direct deposits of Social Security and other government benefits, in any account in which you have an interest to the extent of any loans made to you and any other obligation of yours which 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 security interest in any share or deposits in an IRA, SEP, Keogh or any other account, which, if pledged, would result in the loss of special tax treatment under the Internal Revenue Code. You agree that, if any such account is a 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 to the account 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 to the account, and without notice. You agree to hold us harmless from, and to pay any expenses and costs, including attorney's fees, which we may incur in 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 which may exist results in there being insufficient funds in the account to honor such items. 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 which you may owe to us whether as a borrower, co-maker, guarantor or otherwise. You agree that, with regard to any indebtedness owing to us secured by your principal residence, our lien shall not be construed so as to diminish or forfeit any lien or indebtedness secured by such residence, nor permit the modification of any claim we may have under 11 U.S.C. §1322(b)(2), and to the extent that this lien may be or is so construed, it is hereby waived and shall be void.
- 32. Arbitration of Covered Disputes and Class-Action Waiver.**  
**THE PARTIES HEREBY WAIVE ANY RIGHT TO HAVE THE DISPUTES OR CLAIMS IDENTIFIED BELOW DECIDED BY A COURT OR A JURY.**  
**THE PARTIES HEREBY WAIVE ANY RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION OR COLLECTIVE ACTION REGARDING THE DISPUTES OR CLAIMS IDENTIFIED BELOW.**

**A. Applicability; Definition of Covered Disputes; Exclusions; Court and Jury Trial Waiver; Survivability and Severability.**

- i. Under this Section of the Agreement (the “Arbitration and Class-Waiver Provision”), the Credit Union and you (the “Parties”) mutually agree that any and all Covered Disputes (as defined below) that the Parties might otherwise assert in court shall instead be subject to final and binding arbitration and not decided by a court or a jury. This means that the Parties have selected arbitration as the sole and exclusive forum for the Parties to sue or be sued for all Covered Disputes, regardless of when the dispute first arose and irrespective of the time period(s) involved in the dispute (subject to the applicable statute of limitations), and that none of the Parties shall have any right to bring or litigate any Covered Disputes in court or before a jury.
- ii. The term “Covered Disputes” is defined to mean disputes and claims arising out of or relating to this Agreement (including the terms and conditions contained in the Arbitration and Class-Waiver Provision), the Parties’ relationship, and any loan or account that you have with the Credit Union, regardless of the legal theory asserted or the relief sought, and regardless of whether they arose in the past, may currently exist or may arise in the future. Covered Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Covered Disputes include not only claims that relate directly to the Credit Union, but also its parent, affiliates, successors, assignees, employees, and agents, and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made.
- iii. The term “Covered Disputes” does not mean, and excludes, any of the following:
  - a. disputes or claims filed, or eligible to be filed, by you or by us individually in a small claims court, so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall become a Covered Dispute.
  - b. disputes or claims that are proceeding before an administrative body (such as an administrative agency or any other non-court governmental unit) or are before a court reviewing or deciding an appeal of an administrative agency decision;
  - c. disputes or claims brought under or governed by any law, statute, regulation, or other binding authority that prohibits pre-dispute arbitration agreements or the arbitration of the particular type of dispute that would otherwise be a Covered Dispute;
  - d. the Parties’ exercise of any post-judgment enforcement measures, such as attachment or garnishment;
  - e. our enforcement of any lien or other security instrument, provided however that we may elect to arbitrate any judicial challenge to such enforcement or counterclaim asserted in such an enforcement proceeding;
  - f. collection cases filed by us under any note or other loan agreement, provided however that this exclusion shall not apply to any counterclaim asserted in such a collection case that would otherwise be a Covered Dispute;
  - g. our right to exercise self-help remedies, such as the right of set-off or the right to restrain funds in an account, provided however that you or we may elect to arbitrate any related disputes;
- iv. The Parties intend to require arbitration of all Covered Disputes that can lawfully be subject to the Arbitration and Class-Waiver Provision. In any situation where an applicable federal or state arbitration law may restrict or foreclose arbitration of any Covered Dispute and another applicable state or federal arbitration law permits arbitration of the Covered Dispute, the Parties intend that the law permitting arbitration shall govern, to the fullest extent authorized by law.
- v. The terms of the Arbitration and Class-Action Waiver Provision shall and will continue to apply regardless of the date that you first or last began or ended a relationship with the Credit Union and regardless of when any Covered Dispute arose, subject to the applicable statute of limitations.
- vi. Because the term “Covered Disputes” only covers disputes or claims that either party has the legal right to sue for in court or before a jury, it is understood that nothing in the Arbitration and Class-Waiver Provision limits or forecloses any legal rights that any party may have to commence, participate in, or assist others in any proceeding or investigation of any nature before or related to an administrative, regulatory, or law enforcement agency.
- vii. If there are any ambiguities in the terms or conditions of the Arbitration and Class-Waiver Provision (or, for the sake of clarity, any provisions that are inconsistent), it is the Parties’ intent that all ambiguities or inconsistencies be resolved in favor of arbitration.
- viii. The Arbitration and Class-Waiver Provision shall survive (a) termination or changes to your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your accounts or any

related services.

- ix. If any portion of this Arbitration and Class-Waiver Provision is deemed invalid or unenforceable, then that portion shall be limited or construed so as to render the provision enforceable or, if necessary, shall be severed and the remainder of this Arbitration and Class-Waiver Provision shall remain in force.

**B. Individual Arbitrations; No Consolidated or Joint Actions; Class and Collective Action Waiver.**

- i. The Parties agree that all Covered Disputes brought by a Party against the other will be arbitrated solely on an individual basis and only between the Parties. No arbitration will be permitted on a class-action, collective-action, or any other group, representative, consolidated or joint basis. The arbitrator shall have no authority to consider or resolve any claim or issue in a Covered Dispute on any basis other than on an individual basis between the Parties. The arbitrator may not consolidate or join one or more Covered Disputes with any dispute related to any other person or entity.
- ii. With respect to any Covered Dispute, the Parties waive their right to commence, become a party to, or in any way participate as a representative or a member in any class action, collective action, or group or representative action, proceeding, or claim against the other or in any such action or claim consolidated or joined with another person. Each Party agrees to opt-out of or be severed from any such other action, proceeding, or claim.
- iii. Nothing in this Arbitration and Class-Waiver Provision limits or forecloses any Party's right to give testimony or assist another private or a governmental party in any proceeding of any nature.

**C. Usage of AAA or JAMS; Arbitrator to Decide All Issues.**

- i. All arbitrations shall be initiated before either the American Arbitration Association ("AAA") or JAMS. Arbitrations before the AAA shall be subject to the AAA Consumer Due Process Protocol in concert with the AAA Consumer Arbitration Rules in effect on the date the arbitration is filed. Arbitrations before JAMS shall be subject to either the Streamlined or Comprehensive Arbitration Rules and Procedures in effect on the date the arbitration is filed.
- ii. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration  
Association 1-800-778-  
7879 (toll-free)  
[www.adr.org](http://www.adr.org)

JAMS  
1-800-352-5267 (toll-  
free) [www.jamsadr.com](http://www.jamsadr.com)

- iii. If you initiate the arbitration, you must notify us in  
writing at: A+FCU  
P.O. Box 14867  
Austin, Texas 78761-4867
- iv. If we initiate the arbitration, we will notify you in writing at your last known address on file.
- v. If JAMS or the AAA is unable or unwilling to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the Parties, or, if the Parties cannot agree, selected by a court in accordance with the Federal Arbitration Act.
- vi. Subject to the explicit restrictions in the Arbitration and Class-Waiver Provision, the arbitrator (and not a court or jury) shall decide all issues in any Covered Dispute including but not limited to issues regarding timeliness, scope of arbitrator's authority, whether a dispute is covered by the provisions of the Arbitration and Class-Waiver Provision, arbitration procedures, statute of limitations, and all other issues regarding the application, interpretation, enforceability, coverage, formation, existence, and implementation of the Arbitration and Class- Waiver Provision.
- vii. If there is a conflict between a particular provision of the AAA or JAMS Rules and this Arbitration and Class-Waiver Provision, this Arbitration and Class-Waiver Provision will control.

**D. Location of Arbitration; Selection and Authority of Arbitrator; Full Remedies Available; Choice of Law; Statute of Limitations; Enforceability.**

- i. The Parties agree that the arbitration shall be held at a AAA or JAMS office closest to your residence (if you are a Texas resident) or closest to Austin, Texas (if you are not a Texas resident) unless:
  - a. The Parties agree to a different location in writing; or,
  - b. The arbitrator determines, upon your written request, that it is appropriate or necessary based on your financial resources to transfer the arbitration to a location more convenient to you.



Provided, however, that in the event a party requests or petitions that a federal district court compel arbitration of a Covered Dispute, the Parties agree that the arbitration shall be held in the city or county in which the district court is located.

- ii. Arbitration proceedings may be conducted electronically (i.e., remotely) at the request of either Party. If you make a written request to the arbitrator to change the location of the arbitration, the arbitrator shall assume (and may order that) the arbitration will proceed electronically in evaluating the convenience of the location.
- iii. The Parties shall select a single arbitrator consistent with the applicable AAA or JAMS Rules and Procedures.
- iv. If a party does not appear at a hearing after all parties have received notice of the arbitration and have filed initial appearances, the Parties authorize the arbitrator to proceed with the arbitration.
- v. Subject to the explicit restrictions in the Arbitration and Class-Waiver Provision, the arbitrator shall have the power and authority to award any individual remedy or relief available under applicable law and shall be the sole authority to interpret and apply the provisions in the Arbitration and Class-Waiver Provision of the Agreement.
- vi. Subject to the explicit restrictions in the Arbitration and Class-Waiver Provision, the arbitrator shall have the authority to apply any federal, state, or municipal law, or executive order, or any common law that the arbitrator deems applicable to the Covered Dispute, including law deemed applicable by virtue of a choice-of-law provision in the Parties' contract. Provided however that, in the case of state law, the Parties direct the arbitrator to apply the law of Texas, where the Credit Union has its principal place of business, to all Covered Disputes.
- vii. The statute of limitations for any Covered Dispute shall be consistent with the applicable federal and Texas statutory and common-law statutes of limitations.
- viii. The arbitrator shall apply the Federal Rules of Evidence and shall honor all claims of privilege recognized by applicable federal and Texas law.
- ix. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or by us.

**E. Costs; Fees.**

- i. The party initiating the arbitration shall pay the initial filing fee, and the Parties shall thereafter share equally (each side shall pay one-half) of the fees and costs of the arbitrator and the arbitration forum, except that:
  - a. If you file the arbitration and you prevail in the arbitration, we will reimburse you for the initial filing fee; and,
  - b. If the arbitrator determines that it is appropriate or necessary based on your financial resources, we shall pay more than one-half of the fees and costs of the arbitrator and the arbitration forum, in an amount to be determined by the arbitrator as fair and equitable.
- ii. Each of the Parties shall bear its own legal fees and costs, including but not limited to attorneys' fees and expert witness fees, subject to any right to recover such fees and costs under applicable law, which the arbitrator shall apply where applicable.

**F. Award.**

- i. Subject to the explicit restrictions in this Arbitration and Class-Waiver Provision, in rendering an arbitration award, the arbitrator shall apply applicable and appropriate law and shall award all statutory remedies and penalties available to an individual party, including attorneys' fees and costs to the extent authorized by and consistent with law.
- ii. At your or our request, the award shall be in writing and the arbitrator shall set forth the essential findings of fact and law.
- iii. The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum under the rules of the arbitration forum. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law.
- iv. The Parties agree that a court of competent jurisdiction shall have the authority under the Federal Arbitration Act to enter a judgment upon the award made by the arbitrator or to confirm an arbitration award, and any such proceeding shall not itself be deemed a Covered Dispute.

**G. 30-Day Opt-Out Option.** You may opt out of the provisions set forth in the Arbitration and Class-Waiver Provision, in which case no Covered Disputes will be the subject to the Arbitration and Class-Waiver Provision. In order to opt out, you must notify us in writing of your desire to opt out of the Arbitration and Class-Waiver

Provision within 30 days of the date that the Arbitration and Class-Waiver Provision would otherwise become effective or, if you become a new member after September 28, 2021, then 30 days from the date you open your account. You must send your written notice to us at:

A+FCU  
P.O. Box 14867  
Austin, Texas 78761-4867

Your written notice must include your name and address as listed on your membership, all of your account numbers, a statement that you opt out of the Arbitration and Class-Waiver Provision, and you, the member, must sign the notice. Your decision to opt out or not opt out of the Arbitration and Class-Waiver Provision will not impact favorably or negatively your relationship with the Credit Union, services available to you, services rendered by the Credit Union, or otherwise.

- H. Legal Advice.** You are encouraged to consult with a lawyer of your choice if you are unsure of the meaning of any provision in this Agreement including the Arbitration and Class-Waiver Provision or if you wish to obtain legal advice before signing.
- 33. 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 validity of a power of attorney or other similar agency designation or concerning the respective interests of any parties to an account, we may restrict withdrawals from the account until we are satisfied that any obligation we may have at law and under this Agreement has been met or until any such dispute, doubt, suspected fraudulent misconduct or probate matter has been resolved by a court of competent jurisdiction, by an opinion of counsel to the Credit Union, 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, further, that we may recover any attorneys' fees or costs expended in connection with the foregoing, which fees will be payable out of the account made the subject of any such doubt, dispute, misconduct or probate proceeding.
- 34. Credit Reports.**
- A.** Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report in connection with your account.
  - B.** **We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.**
- 35. Account Information.** The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (1) it is necessary to complete the transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure is in compliance with the law, government agencies or court orders; (4) you give us your written permission.
- 36. Notices.**
- A. Name or Address Changes.** You shall provide the Credit Union with your current address where you reside and your current mailing address if it is different than your residence address. It is your responsibility to notify us immediately upon a change of your address or change of your name. The Credit Union is only required to attempt to communicate with you at the most recent mailing address you have provided to the Credit Union. The Credit Union may require a notice of change in address or any other notice be provided in writing. If the Credit Union attempts to locate you, the Credit Union may impose a service fee which if imposed, would be set forth in the Fee Schedule.
  - B. Effect of Notice.** Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any one account owner is considered notice to all owners of the account.
- 37. Amendments and Termination.** We may change our Bylaws and any term of this Agreement at any time. Rules governing changes in dividend rates have been provided separately. For other changes we will give you reasonable notice in writing or by notice in the regular membership newsletter or by any other method permitted by law. We reserve the right to close this account if your membership in this Credit Union terminates. You agree to keep us informed about your current address at all times. Notice from us to any member or owner of a multiple owner account is notice to all of you.

A member who has engaged in any conduct identified in Section 3 of the Member Expulsion Policy may be subject to termination of membership(s) and account(s).

- 38. Withdrawal of Services.** In the event that any Credit Union member causes a loss to the Credit Union, or makes known his or her intention to cause a loss to the Credit Union, whether by way of loan default, account overdraft, or otherwise, or acts in a manner which violates the Member Conduct Policy, it is the policy of the Credit Union to withdraw member services otherwise extended to that member including but not limited to the right to maintain accounts at the Credit Union (except a Membership Savings Account). Additionally, the Credit Union may terminate

your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the funds in the account; (4) any share drafts are lost or stolen; (5) if there are excessive returned unpaid items not covered by an overdraft protection plan; (6) if there has been any misrepresentation or any other abuse of any of your accounts; or (7) if the Credit Union reasonably deems it necessary to prevent a loss to the Credit Union. You may terminate any Single-Party account at any time by notifying the Credit Union in writing. The Credit Union reserves the right to require the consent of all Multiple-Party account owners for termination of a Multiple-Party account. The Credit Union is not responsible for payment of any draft, withdrawal, or other item after your account is terminated; however, if the Credit Union pays an item after termination, you agree to reimburse the Credit Union for the payment.

- 39. Taxpayer Identification Numbers and Backup Withholding.** If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay to the Internal Revenue Service a required percentage of payments of dividends and certain other payments under certain conditions. You agree to provide the taxpayer identification numbers required for the account and shall certify that the numbers provided are correct. Your failure to furnish a correct taxpayer identification number or meet other applicable requirements may result in backup withholding. If you fail to provide your tax identification number, the Credit Union may suspend the opening of your account.

**40. Statements.**

**A. Contents.** If the Credit Union provides a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a Multiple-Party account. For checking accounts, you understand and agree that, when paid, your original check becomes property of the Credit Union and will not be returned to you, but copies may be retained by the Credit Union and made available upon your request at fees outlined in the Fee Schedule for common fees. Should a person, merchant or other entity convert your check to an EFT, you will have to contact that person, merchant or entity about obtaining a copy of your check. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that cancelled checks or copies thereof are made available to you on the date the statement is mailed to you, even if they do not accompany the statement.

**B. Examination.** You agree to carefully examine all periodic statements of your account and report any errors, forgeries, unauthorized signatures, or alterations to the Credit Union. If you do not notify us of any error, forgery, unauthorized signature, or alteration within a reasonable time (not to exceed 40 days) after the date we send to you your statement:

(1) you cannot assert the unauthorized signature or alteration against us, even if we are unable to show a loss due to your failure, and (2) you cannot assert any unauthorized signatures or alterations by the same wrongdoer on items paid by us after the reasonable time mentioned above elapses, but before we receive your notice. We lose these protections if we fail to exercise ordinary care in paying an item with an unauthorized signature or alteration, unless you do not notify us of the problem within 40 days of when we send to you the statement. You must report any other problem (e.g., erroneous statement, missing signature, unauthorized endorsement, etc.) within this 40-day period or lose your right to assert the problem against us. 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. Please refer to the Electronic Fund Transfers Agreement and Disclosure to determine your rights and obligations in the event of unauthorized electronic fund transfers or other errors in connection with such transfers.

**C. Notice to Credit Union.** You agree that the Credit Union's retention of cancelled checks and other items does not alter or waive your responsibility to examine your statements or the time limit in subparagraph b. of the statements section above for notifying the Credit Union of any errors, unauthorized withdrawals or transfers, forgeries, unauthorized signatures, or alterations. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charged to your account unless you notify the Credit Union in writing within the above time limit for notifying the Credit Union of any errors.

- 41. Severability.** If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, it shall not render any other provision of this Agreement unenforceable or invalid and it is the intention of the parties that the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

**42. Headings.** All headings are intended for reference only and are not to be construed as part of the Agreement.

**43. Enforcement.** You agree to hold the Credit Union harmless for all expenses and costs, including attorneys' fees and court costs, incurred by the Credit Union in enforcing this Agreement. You agree to be liable to the Credit Union for any loss, cost or expense that the Credit Union incurs as a result of your failure to follow this Agreement. You authorize the Credit Union to deduct any such loss, costs, or expenses from your account without prior notice to you. In the event the Credit Union brings a legal action to enforce the Agreement or collect any amount due

under this Agreement, the Credit Union shall be entitled, subject to applicable law, to payment of its reasonable attorneys' fees and costs, in cases, including, but not limited to, any trial on the merits, appeal, bankruptcy or insolvency proceedings, and any post-judgment collection actions.

- 44. Place of Performance and Venue.** The obligations of each of the parties to this Agreement shall be performed at Austin, Travis County, Texas and the parties agree to apply to the Courts of Travis County, Texas for any legal action regarding this Agreement.
- 45. Applicable Law.** This Agreement shall be governed by the Bylaws of the Credit Union, the laws and regulations of the United States of America, the laws, including principles of contract law, and regulations of the State of Texas, and local clearinghouse association rules as amended from time to time.

(Revised 02/01/2024)



# Member Conduct Policy

Approved by Board of Directors on December 20, 2023

*The purpose of this Policy is to protect the employees and members of A+ Federal Credit Union ("Credit Union") from members who engage in conduct that reflects a substantial or repeated disruption, including "dangerous or abusive behavior," to the operations of the Credit Union.*

Dangerous or abusive behavior includes the following:

- (1) Violence, intimidation, physical threats, harassment, or physical or verbal abuse of officials or employees of the Credit Union, members, or agents of the Credit Union. This only includes:
  - (a) actions while on Credit Union premises or otherwise related to Credit Union activities, and through use of telephone, mail, email, or other electronic method;
  - (b) behavior that causes or threatens damage to Credit Union property; or
  - (c) unauthorized use or access of Credit Union property.

This Policy is enacted to address certain unacceptable conduct in order to ensure the rights and protection of Credit Union's employees and general membership. This Policy framework is adopted for those rare instances where conduct may be in question; thus, granting the Credit Union the opportunity to properly evaluate and respond accordingly.

The board of directors believes that all members and employees should be able to conduct business without fear of disruptive, dangerous, or abusive conduct or behavior as a result of their membership or employment with the Credit Union. The board of directors recognizes that the Credit Union's outstanding reputation is due in large part to the loyalty of its members and the commitment and continued efforts of its employees. The Board is committed to treating the members and employees of the Credit Union with the respect they deserve and endeavors to maintain a workplace free from disruptive, dangerous, or abusive conduct or behavior.

In the event that the CEO or his or her designee has determined in his or her sole discretion that any member, joint owner or other authorized party, i.e., agents, POA's, Trusts, representative payees, Deputies, or other authorized parties has engaged in disruptive, dangerous, or abusive conduct, whether before or after this policy is adopted, the CEO or his or her designee, on behalf of the Board and in the CEO's or his or her designee's sole discretion, is hereby authorized to impose sanctions against any member, joint owner, or other authorized party who engages in any such type of conduct or activity. Any or all of the following sanctions may be imposed against a member, joint owner, or other authorized party who has engaged in disruptive, dangerous or abusive conduct or behavior:

1. Restriction or denial of all services other than the right to maintain a share account and the right to attend, participate and vote at annual and special meetings.
2. Restriction or denial of services that involve personal contact or telephone contact with Credit Union employees.
3. Restriction or denial of access to the Credit Union premises.

Taking any other action deemed necessary under the circumstances that is not expressly precluded by the Federal Credit Union Act, the National Credit Union Administration Rules and Regulations, or the Credit Union's Bylaws.

**In the event of suspension of service, the member will be notified of the accounts or services that have been discontinued.**

A member has the right to appeal the decision of a restriction or denial of service within 15 calendar days of notification in writing to the Supervisory Committee or its designee at the following address:

A+FCU  
Attn: Supervisory Committee  
P.O. Box 15102  
Austin, TX 78761

A+FCU Supervisory Committee or its designee has up to 15 calendar days to evaluate and respond to the appeal. A review will be conducted by a party independent of individuals who were involved in the initial decision to restrict or deny services.

## **I. Safe Workplace Commitment**

The Credit Union is committed to providing a safe environment for employees, members, and other visitors. In fostering this objective, the following applies:

- (1) No weapons on the premises except for law enforcement officials serving in their official capacities whose callings demand the bearing of arms.
- (2) No persons shall be entitled to carry any weapon of any kind inside of a Credit Union facility and will be required to leave the premises if identified as carrying a weapon.

A call to the police will be immediate if the person refuses to vacate the premises.

## **II. Reporting Potential Problems**

It is everyone's business to prevent violence in the workplace. Each employee and member can help by reporting what takes place in the workplace, especially those matters that could indicate that a member or Credit Union employee is in trouble. Often, members may be in a better position than employees and management to recognize warning signs coming from other members or employees. Members are encouraged to report any incident that may involve a violation of our policies. Concerns may be presented to any employee of the Credit Union. Reports of incidents involving disruptive, dangerous, or abusive conduct or behavior will be maintained in a centralized file.

All reports will be investigated, and information will be kept confidential, except where there is a need to know in order to address a solution to the problem.

### **III. Policy Review and Reporting**

This policy will be reviewed periodically by management to determine if revisions are needed. The board of directors will receive an annual report by the CEO's designee regarding member conduct violations and actions taken under this Policy.

### **IV. Retention and Audit**

Tracking of behavior or conduct deemed as disruptive, dangerous, or abusive will be documented and maintained for a minimum of six (6) years. Adherence to this Policy will be evaluated periodically by Internal Audit.

## II. ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by A+ Federal Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

**1. EFT SERVICES** — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

**a. Debit Card.**

Membership Savings and Checking Account.

If approved, you may use your Visa® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. For one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the Credit Union's Overdraft Opt-In Decision form and the Fee Schedule.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other share accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, Visa®, PLUS® and NYCE® networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Withdraw funds from your Membership Savings and checking accounts.
- Transfer funds between your Membership Savings and checking accounts.
- Obtain balance information for your Membership Savings and checking accounts.
- Pay for purchases from your checking account with your card and personal identification number (PIN) to purchase goods and services at point-of-sale (POS) terminals that carry the Visa® and Interlink logos.
- Pay for goods or services ordered by mail, telephone or electronic/PC transactions from places that accept Visa ® from your checking accounts.

The following limitations on Debit Card transactions may apply:

- You may transfer up to the available balance in your accounts at the time of the transfer.
- Using your personal identification number (PIN), you may withdraw cash and/or buy up to a maximum of \$600.00 of goods and services each day, in aggregate, using ATM machines and/or POS terminals that accept the Debit Card, if there are sufficient funds in your account.
- For signature-based transactions, you may use your Debit Card to buy goods and services up to the dollar amount available in your checking account.
- We may honor overdraft of electronic transaction types such as but not limited to debit card, ACH, or online banking transactions.
- See Section 2 for transfer limitations that may apply to these transactions.

Membership Savings Account Only.

If approved, you may use your card and personal identification number (PIN) in automated teller machines of the Credit Union and any machine displaying the Visa®, PLUS® and NYCE® logos and such other machines or facilities as the Credit Union may designate. At the present time, you may use your card to:

- Withdraw funds from your Membership Savings account.
- Obtain balance information for your Membership Savings account.

**Card Information Updates and Authorizations.** If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to



bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

**b. Health Savings Account Debit Card.** If you will be using your Visa® debit card to access a Health Savings Account (HSA), portions of this Agreement governed by Regulation E will not apply. A HSA account is defined by the IRS as a trust account, and therefore is not covered under Regulation E. But portions of this Agreement, such as Visa zero liability provisions for unauthorized use for example, do apply. Funds to cover your card purchases will be deducted from your Health Savings account. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, PLUS® and NYCE® networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Withdraw funds from your Health Savings accounts.
- Obtain balance information for your Health Savings accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on Health Savings Account Debit Card transactions may apply:

- There is no limit on the number of Health Savings Account Debit Card purchases or cash withdrawals you make per day.
- Using your personal identification number (PIN), you may withdraw cash and/or buy up to a maximum of \$600.00 of goods and services each day, in aggregate, using ATM machines and/or POS terminals that accept the Debit Card, if there are sufficient funds in your account.
- For signature-based transactions, you may use your Debit Card to buy goods and services up to the dollar amount available in your account.
- See Section 2 for transfer limitations that may apply to these transactions.

**Card Information Updates and Authorizations.** If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

**c. AUDI (Audio Response).** If approved, you may access your account by telephone at (512) 302-6800 or (800) 252-8148 using your personally selected personal identification number (PIN), a touch tone phone and your account number(s) to:

- Transfer funds between your savings and checking accounts and cross-member transfer accounts.
- Obtain balance information for your savings, checking, and loan accounts.
- Make loan payments from your savings and checking accounts.
- Determine if a particular item has cleared.
- Obtain information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under AUDI via a touch-tone telephone only. AUDI service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on AUDI transactions may apply:

- The maximum withdrawal or transfer amount is \$5,000.00 per day and no transfer or withdrawal may exceed the available funds in your account.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

**d. Preauthorized EFTs.**

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings and/or checking account.
  - **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings and/or checking account. See Section 2 for transfer limitations that may apply to these transactions.
  - **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
  - **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
  - **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.
- e. Electronic Preauthorized Credits.** Upon your instructions, we will accept account/loan credits by initiating debits to your accounts at other institutions.
- f. Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for purchases or bills with a check or share draft, you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.
- g. Online Banking.** If we approve Online Banking for your account(s), you may access your account through the Internet by logging onto [www.aplusfcu.org](http://www.aplusfcu.org) to:
- Transfer funds between your savings and checking accounts and cross-member transfer accounts.
  - If approved, transfer funds to and from your accounts at other United States financial institutions.
  - Make loan payments from your savings and checking accounts to loan accounts with us.
  - Download information to your money management software. Please refer to the A+ FCU website for current compatible software.
  - Access E-Statements and other electronic documents.
  - View check images.
  - View and print your account balance(s) in, deposits to, withdrawals from and dividends paid to your checking or savings account(s).
  - View and print your loan account balance(s) and payment amounts to principal and interest.
  - Set-up eAlerts to receive electronic notices and disclosures.
  - Access internet bill pay services to make payments to merchants, other institutions or individuals within the United States. Separate registration is required.

Your accounts can be accessed under Online Banking via personal computer. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. All checks are payable to you as a primary member and will be mailed to your address of record. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Online Banking transactions may apply:

- There is no limit to the number of inquiries, internal transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

For External Transfers:

- Five (5) inbound transfers per day not to exceed a total of \$5,000.
- Five (5) outbound transfers per day not to exceed a total of \$5,000.

**h. Mobile Banking.** If we approve Mobile Banking for your account(s), you must use your A+ Online Username/Login ID and password to access your accounts. At the present time, you may use Mobile Banking to:

- Transfer funds from your savings, checking, money market, and Line of Credit Loan accounts.
- Obtain balance information for your savings, checking, loan, money market, and certificate accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your Line of Credit accounts.
- Verify the last date and amount of your payroll deposit.
- Access Online Banking.

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s). Mobile Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We

reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Mobile Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

**i. Bill Pay.** We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

For electronic bill payments, we will withdraw the designated funds from your designated checking account on the Deliver By Date. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Pay transactions may apply:

- The maximum amount of electronic bill payments each day is \$5,000.00, if there are sufficient funds in your account.
- \$15,000.00 maximum electronic payment amount per month.

## **2. TRANSFER LIMITATIONS — None.**

## **3. CONDITIONS OF EFT SERVICES —**

**a. Ownership of Cards.** Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

**b. Honoring the Card.** Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

### **c. International Transactions.**

**Visa.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash withdrawals and credits to your account. A fee of 0.80% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction.

**d. Security of Access Code.** You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

**e. Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

**4. FEES AND CHARGES —** We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current Fee Schedule that was provided to you at the time you applied for or requested these EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry.

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

**5. MEMBER LIABILITY** — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

**TELL US AT ONCE** if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum available balance in the Membership Savings or other account designated by you for overdraft protection). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code 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 lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

512.302.6800 or 800.252.8148 (Preauthorized EFTs)  
800.335.4583 (Debit Card)

or write to:

A+ Federal Credit Union  
PO Box 14867  
Austin, TX 78761

You may also block the card by logging into Online Banking using your A+ Online Username/Login ID and password. 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.

## **6. RIGHT TO RECEIVE DOCUMENTATION —**

**a. Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, HSA debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

**b. Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

**c. Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 512.302.6800 or 800.252.8148. This does not apply to transactions occurring outside the United States.

**7. ACCOUNT INFORMATION DISCLOSURE** — We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

**8. BUSINESS DAYS** — Our business days are Monday through Friday, excluding holidays.

**9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS** — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction.

- If any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy.
- If the transaction involves a loan request exceeding your credit limit.
- If the transfer would exceed the available balance in the Membership Savings or other account designated by you for overdraft protection.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

**10. NOTICES** — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your Debit card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

**11. BILLING ERRORS** — In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

512.302.6800  
800.252.8148

or write to:

A+ Federal Credit Union  
PO Box 14867  
Austin, TX 78761

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

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

We will determine whether an error has occurred within ten (10)\* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)\*\* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

\*\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

**NOTE:** If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit as described above.

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

**13. GOVERNING LAW** — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Texas, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

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

### III. FUNDS AVAILABILITY POLICYDISCLOSURE

This Disclosure describes your ability to withdraw funds at A+ Federal Credit Union. This Disclosure only applies to the availability of funds in *Transaction Accounts*. *Transaction Accounts* are accounts that do not limit the number or types of withdrawals or transfers you may make from the account, but the term does not include savings accounts even if the saving account does not limit the number or type of withdrawals or transfers you may make from the account. Checking accounts are the only *Transaction Accounts* offered by A+FCU. Checks deposited to accounts other than Transaction Accounts may be delayed for periods longer than stated in this disclosure.

**1. Your Ability to Withdraw Funds.** Our policy is to make funds from your cash and check deposits available to you on the same business day that 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. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**2. 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 same business day that we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. However, the first \$225 of your deposit will be available immediately.

If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. 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 next business day after we receive your deposit.

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

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

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

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day of your deposit.

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

**4. Special Rules for New Accounts.** If you are a new member, the following special rules will apply during the first 30 calendar 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 \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the seventh (7th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second (2nd) business day after the day of your deposit. Funds from all other check deposits will be available on the seventh (7th) business day after the day of your deposit.

## IV. DEBIT CARD AGREEMENT

**TO NOTIFY OF LOST/STOLEN CARD or PIN or SUSPECTED UNAUTHORIZED USE  
CALL 512.302.6800 during business hours or 800.335.4583 after business hours**

Having accepted, validated or used the Debit Card or Health Savings Account (HSA) Card and possibly the confidential Personal Identification Number (PIN), you understand and agree as follows:

Any Debit Card or HSA Card issued to you remains the property of A+ Federal Credit Union and you agree to surrender the Card upon request immediately to the Credit Union. Your Personal Identification Number (PIN) is to be held in the strictest confidence. If you authorize or allow any other person to use your PIN and Debit Card or HSA Card, you will be responsible for any transactions that ensue as a result of this action. You will be responsible for reporting the loss, theft or unauthorized use of your Debit Card or HSA Card as soon as possible after the loss, theft or unauthorized use occurs.

Any Debit Card or HSA Card transaction by you, any other applicant, any party to any of your accounts which may be accessed by the Debit Card or HSA Card, anyone you permit or authorize to use your Debit Card or HSA Card and PIN, and anyone to whom you disclose your PIN or give access to your Debit Card or HSA Card and PIN shall be deemed an authorization by you to withdraw funds from your share draft (checking) account or Health Savings Account. If funds are not sufficient to pay all withdrawals presented for payment, the Credit Union may choose to pay all Debit Card or HSA Card withdrawals first and dishonor any checks and other withdrawal orders for which funds are not available. You agree that, at our option, we may post all Debit Card or HSA Card transactions during any day before posting any other checks, withdrawal orders or electronic funds transfers presented or made. Any applicable fees for nonsufficient funds will be charged to the share draft (checking) account or Health Savings Account (refer to A+ Federal Credit Union current Fee Schedule). You agree to immediately reimburse A+ Federal Credit Union for any Debit Card withdrawal honored but unable to be paid from the share draft (checking) account or by using the overdraft transfer source (refer to the A+ Federal Credit Union Membership and Account Agreement for details on Overdraft Protection) or for any HSA Card withdrawal honored but unable to be paid from the Health Savings Account. If you have an Overdraft Protection Agreement with us, you agree that your use of the Debit Card and PIN shall be subject to that Agreement. You acknowledge that there is no overdraft protection for the Health Savings Account. Current overdraft, nonsufficient funds, and other fees as listed in the A+ Federal Credit Union Fee Schedule apply to the use of your Debit Card and HSA Card.

The Visa® policy limiting consumer liability for unauthorized use of a Debit Card is a maximum of \$0. The Visa zero liability policy **does not** apply to consumer liability for unauthorized **ATM transfers** made with the Debit Card or HSA Card or if you are grossly negligent or fraudulent in handling your Card (refer to Regulation E, Electronic Funds Transfer). Subject to these limitations, for Debit Card or HSA Card holders who report loss, theft or unauthorized use of a Card, the liability is \$0 if someone used your Card without your permission. This Visa policy, which took effect April 4, 2000, supersedes the liability limits of Federal Regulation E, Electronic Funds Transfer, as disclosed in the A+ Federal Credit Union Electronic Funds Transfer Agreement and Disclosure.

For cases in which the Visa zero liability policy does not apply, you can lose no more than \$50 if someone uses your Card without your permission and you tell us within two business days. If you do not tell us within two business days after you learn of the loss or theft of your A+FCU Debit Card or HSA Card or code, and we can prove we could have stopped someone from using your Card and/or code without permission if you had told us, you can lose as much as \$500.00. You may also block your Debit Card by logging into Online Banking using your A+ Online Username/Login ID and password. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was 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 period.



You agree that we may cancel this Agreement at any time, subject to such notification as may be required by law. You agree that we may amend this Agreement and the Electronic Funds Transfer Agreement and Disclosure from time to time, subject to such notification as may be required by law.

**International Transactions.** Visa purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of 1 percent of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash withdrawals and credits to your account. A fee of 0.80 percent of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

**Internet Gambling Advisory:** Internet gambling may be illegal in the jurisdiction in which you are located, including locations within the United States. Visa Cards may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that Internet gambling transactions are lawful in all jurisdictions in which the cardholder may be located.

A request by you for a copy of any supporting documents (cash advance, sales or credit slips) for an Debit Card or HSA Card transaction may involve a minimal charge made by the Credit Union for photocopies (refer to the current A+FCU Fee Schedule).

You agree that use of the Debit Card or HSA Card and PIN by you shall be governed by the terms of your Membership and Account Agreement with us, as well as the terms and conditions set forth in this Agreement and in the Electronic Funds Transfer Agreement and Disclosure.

**Preauthorization Holds:** When you use your Debit Card or HSA Card at certain merchants such as gas stations, restaurants, hotels, airlines, and rental car companies, the merchant may request a preauthorization amount from us to cover the transaction. The preauthorization amount may be greater than the actual purchase amount. We will place a 24-hour hold on your account for the amount of a preauthorization request. This hold may remain on your account up to 24 hours even after the transaction has been paid. Preauthorization holds may affect the availability of funds in your account to pay for checks drawn on your account and other withdrawals. You acknowledge and agree that we are not liable for any damages you may incur for dishonor of items or otherwise because of a preauthorized hold placed on funds in your account.

**HSA Cards:** If you request that we issue a HSA Card for your Health Savings Account ("HSA"), you acknowledge and agree that the Card is exclusively for payment of qualified medical expenses through your HSA. We are not required to determine if any withdrawal is for the payment or reimbursement of qualified medical expenses. You are responsible for substantiating that a withdrawal is for a qualified expense, including maintaining sufficient transaction records. **All withdrawals made with the HSA Card will be reported to the IRS as normal distributions.** If any of the terms of this Debit Card Agreement, the Electronic Funds Transfer Agreement and Disclosures, or the Membership and Account Agreement conflict with your Health Savings Custodial Account Agreement, the terms of the Health Savings Custodial Account Agreement will control.

**Visa Account Updater (VAU):** VAU is an account updating service in which all card issuers are required to participate. VAU helps facilitate uninterrupted processing of your recurring payments when your Debit Card expires or is lost, stolen or compromised and a new Card is issued. You understand that updates are not guaranteed before your next payment to a merchant is due and that you are responsible for making direct payment until recurring charges resume. The VAU service updates relevant Card data (Card numbers and expiration dates) to qualified merchants participating in VAU only after you have requested they process a recurring payment or payments. Your A+FCU Visa Debit Card is automatically enrolled in VAU at no charge.

Revised February 2018



# Member Expulsion Policy

Approved by Board of Directors on December 20, 2023

## **I. Purpose:**

The purpose of this Policy is to protect the employees and members of A+ Federal Credit Union ("Credit Union") from members who engage in conduct which reflects the following:

- (a) a substantial or repeated violation of the membership agreement of the Credit Union;
- (b) a substantial or repeated disruption, including "dangerous or abusive behavior," to the operations of the Credit Union, as defined below; or
- (c) fraud, attempted fraud, or conviction of other illegal conduct in relation to the Credit Union, including the Credit Union's employees conducting business on behalf of the Credit Union.

This Policy is enacted to address certain conduct that may lead to a member's expulsion from the Credit Union. This Policy framework is adopted for those rare instances where conduct may be in question; thus, granting the Credit Union the opportunity to properly evaluate and respond accordingly.

## **II. Member in Good Standing**

A member in good standing retains all their rights and privileges in the Credit Union. A member not in good standing may be subject to a policy that limits Credit Union services as described in the Member Conduct Policy. A member not in good standing is one who has engaged in any of the conduct related to for cause expulsion. The definition of "for cause" and "dangerous and abusive behavior" are outlined in Section 3 of the Expulsion Procedures below.

## **III. Expulsion Procedures**

### **Section 1.**

A+FCU may expel a member in one of three ways. The first way is through a special meeting. Under this option, the Credit Union must call a special meeting of the members, provide the member the opportunity to be heard, and obtain a two-thirds vote of the members present at the special meeting to expel a member. The second way to expel a member is under a nonparticipation policy given to each member that follows the requirements found in the Act. The third way to expel a member is by a two-thirds vote of a quorum of the directors of the Credit Union. The Credit Union can only expel

a member for cause and through a vote of the directors of the Credit Union if it follows the policy for expulsion in section 2.

## **Section 2.**

The Credit Union's directors may vote to expel a member for cause if the Credit Union has provided a written copy of this Article or the optional standard disclosure notice to each member of the Credit Union. The communication of the policy, along with all notices required under this section, must be legible, written in plain language, reasonably understandable by ordinary members, and may be provided electronically only in the case of members who have elected to receive electronic communications from the Credit Union.

If a member will be subject to expulsion, the member shall be notified in writing in advance, along with the reason for such expulsion. The notice must include, at minimum, (i) relevant dates, (ii) sufficient detail for the member to understand the grounds for expulsion, (iii) the member's right to request a hearing, (iv) how to request a hearing, (v) the procedures related to the hearing, (vi) notification that, if a hearing is not requested, membership will terminate after 60 calendar days, and (vii) if applicable, a general statement on the effect of expulsion related to the member's accounts or loans at the Credit Union. The notice cannot include only conclusory statements regarding the reason for the member's expulsion. The notice must also tell the member that any complaints related to the member's potential expulsion should be submitted to NCUA's Consumer Assistance Center if the complaint cannot be resolved directly with the Credit Union. The Credit Union must maintain a copy of the provided notice for its records. The notice shall be provided in person, by mail to the member's address, or, if the member has elected to receive electronic communications from the Credit Union, may be provided electronically.

A member shall have 60 calendar days from the date of receipt of a notification to request a hearing from the board of directors of the Credit Union. A member is not entitled to attend the hearing in person, but the member must be provided a meaningful opportunity to present the member's case orally to the Credit Union board through a videoconference hearing. The member may choose to provide a written submission to the board instead of a hearing with oral statements. If a member cannot participate in a videoconference hearing, then the Credit Union may offer a telephonic hearing. If a member does not request a hearing or provide a written submission, the member shall be expelled after the end of the 60-day period after receipt of the notice. If a member requests a hearing, the board of directors must provide the member with a hearing. At the hearing, the board of directors may not raise any rationale for expulsion that is not explicitly included in the notice to the member.

After the hearing, the board of directors of the Credit Union must hold a vote within 30 calendar days on expelling the member. If a member is expelled, either through the expiration of the 60-day period or a vote to expel the member after a hearing, written notice of the expulsion must be provided to the member in person, by mail to the member's address, or, if the member has elected to receive electronic communications from the Credit Union, may be provided electronically. The notice must provide information on the effect of the expulsion, including information related to account access and any deductions by the Credit Union related to amounts due. The notice must also tell the member that any complaints related to their expulsion should be submitted to NCUA's Consumer Assistance Center if the complaint cannot be resolved directly with the Credit Union. The notice must also state that the member has an opportunity to request reinstatement.

A member expelled under this authority must be given an opportunity to request reinstatement of membership. The Credit Union may act on a reinstatement request through a majority vote of a

quorum of the directors of the Credit Union, a majority vote of the members of the Credit Union present at a special meeting, or a majority vote of members at an annual meeting, provided the annual meeting occurs within 90 days of the member's reinstatement request. If the Credit Union holds a meeting of the members to vote on the reinstatement request, an in-person vote is not required. A Credit Union is only required to hold a board vote or special meeting in response to a member's first reinstatement request following expulsion.

The Credit Union is required to maintain records related to any member expelled through a vote of the directors of the Credit Union for six years.

### **Section 3.**

The term "for cause" means:

- (a) a substantial or repeated violation of the membership agreement of the Credit Union;
- (b) a substantial or repeated disruption, including dangerous or abusive behavior, to the operations of a Credit Union, as defined below; or
- (c) fraud, attempted fraud, or conviction of other illegal conduct in relation to the Credit Union, including the Credit Union's employees conducting business on behalf of the Credit Union.

If the Credit Union is considering expulsion of a member due to repeated non-substantial violations of the membership agreement or repeated disruptions to the Credit Union's operations, the Credit Union must provide written notice to the member at least once prior to the notice of expulsion, and the violation or conduct must be repeated within two years after having been notified of the violation. The written notice must state the specific nature of the violation or conduct and that if the violation or conduct occurs again, the member may be expelled from the Credit Union.

Dangerous or abusive behavior includes the following: (1) violence, intimidation, physical threats, harassment, or physical or verbal abuse of officials or employees of the Credit Union, members, or agents of the Credit Union. This only includes (a) actions while on Credit Union premises or otherwise related to Credit Union activities, and through use of telephone, mail, email, or other electronic method; (b) behavior that causes or threatens damage to Credit Union property; or (c) unauthorized use or access of Credit Union property. Expressions of frustration with the Credit Union or its employees through elevated volume and tone; expressions of intent to seek lawful recourse, regardless of perceived merit; or repeated interactions with Credit Union employees are insufficient to constitute dangerous or abusive behavior. Additionally, members cannot be expelled due to or in retaliation for their complaints to the NCUA or any other regulatory agency or law enforcement, and members who are employees or former employees of the Credit Union cannot be expelled for any protected whistleblower activities.

### **Section 4.**

Expulsion or withdrawal does not relieve a member of any liability to the Credit Union. The Credit Union will pay all of the member's shares upon the member's expulsion or withdrawal less any amounts due to the Credit Union.

## **Section 5.**

An expulsion of a member pursuant to section 2 shall be done individually, on a case-by-case basis, and neither the NCUA Board nor any credit union may expel a class of members.

### **IV. Policy Review and Reporting**

This policy will be reviewed periodically by management to determine if revisions are needed. The board of directors will receive an annual report by the CEO's designee regarding member expulsions.

### **V. Retention and Audit**

Tracking of behavior or conduct that results in a member's expulsion will be documented and maintained for a minimum of six (6) years. Adherence to this Policy will be evaluated periodically by Internal Audit.