

# Account Agreement And Disclosures

**Privacy**  
**Terms and Conditions**  
**Electronic Transfers**  
**Funds Availability**  
**Substitute Checks**  
**Truth in Savings**



# TABLE OF CONTENTS

<b>PRIVACY</b> .....	next page
<b>TERMS AND CONDITIONS OF YOUR ACCOUNT</b> .....	3
Important Information About Procedures for Opening a New Account .....	3
Agreement .....	3
Bylaws.....	3
Liability .....	3
Arbitration and Class Action Waiver.....	3
Deposits .....	3
Withdrawals .....	3
Understanding and Avoiding Overdraft and Insufficient Funds Fees and Your Overdraft Protection Options .....	4
Uniform Single-Party or Multiple-Party Account Selection Form Notice .....	5
Business, Organization and Association Accounts .....	6
Stop Payments.....	6
Transfer Limitations .....	6
Amendments and Termination .....	6
Correction of Clerical Errors.....	6
Notices .....	6
Statements.....	6
Account Transfer .....	7
Reimbursement of Federal Benefit Payments .....	7
Temporary Account Agreement.....	7
Right to Repayment of Indebtedness.....	7
Restrictive Legends or Indorsements .....	7
Pledges.....	7
Check Processing.....	7
Check Cashing.....	7
Death or Incompetence.....	7
Instructions From You .....	7
Monitoring and Recording Telephone Calls and Account Communications.....	7
Early Withdrawal Penalties .....	8
Waiver of Notices .....	8
ACH and Wire Transfers .....	8
International ACH Transactions .....	8
Facsimile Signatures.....	8
Stale-Dated Checks .....	8
NCUA Insurance .....	8
Indorsements .....	8
UTMA Accounts .....	8
Fiduciary Accounts.....	8
Credit Verification.....	9
Lost, Destroyed, or Stolen Certified, Cashier's, or Teller's Checks .....	9
Legal Actions Affecting Your Account.....	9
Account Security .....	9
Unlawful Internet Gambling Notice .....	9
Claim of Loss .....	9
Changes in Name and Contact Information.....	9
Inactive Accounts and Unclaimed Property .....	9
Resolving Account Disputes .....	9
Agents.....	9
<b>ARBITRATION AND CLASS ACTION WAIVER</b> .....	10
<b>ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES</b> .....	10
<b>YOUR ABILITY TO WITHDRAW FUNDS</b> .....	13
<b>SUBSTITUTE CHECKS AND YOUR RIGHTS</b> .....	14
<b>TRUTH-IN-SAVINGS DISCLOSURE</b> .....	15
Share Savings Account.....	15
Christmas Club Account.....	15
Vacation Club Account .....	15
IRA Savings Account.....	15
Platinum Checking Account .....	16
Platinum Plus Checking Account .....	16
Advantage Checking Account.....	16
Priority Checking Account .....	16
Senior Checking Account.....	16
Money Market Checking Account .....	16
Money Market Plus Account .....	17
Common Features .....	17



**FACTS** **WHAT DOES EAST TEXAS PROFESSIONAL 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
- Income
- Account balances
- Payment history
- Credit history
- Credit scores

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

**How?** All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons East Texas Professional Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does East Texas Professional 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	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes -</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes -</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

**Questions?** Call 903.323.0230 or 800.256.5009 or go to [www.etpcu.org](http://www.etpcu.org)

What We Do	
<b>How does East Texas Professional Credit Union protect my personal information?</b>	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.
<b>How does East Texas Professional Credit Union collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>● Open an account</li> <li>● Deposit money</li> <li>● Pay your bills</li> <li>● Use your credit or debit card</li> <li>● Apply for financing</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<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. See below for more on your rights under state law.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>● <i>Our affiliates include:</i> <ul style="list-style-type: none"> <li>● <i>Financial companies such as: Neighborhood Financial Services, LLC</i></li> </ul> </li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>● <i>East Texas Professional Credit Union does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>● <i>Our joint marketing partners include credit card companies such as Mastercard or Visa.</i></li> </ul>

### Other Important Information

**For Alaska, Illinois, Maryland and North Dakota Members.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization.

**For California Members.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.

**For Massachusetts, Mississippi and New Jersey Members.** We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing - without your authorization.

**For Texas Credit Union Members. COMPLAINT NOTICE** If you have a problem with the services provided by this credit union, please contact us at:

East Texas Professional Credit Union  
 PO Box 6750, Longview, TX 75608  
 903.323.0230 or 800.256.5009 or [comments@etpcu.org](mailto:comments@etpcu.org)

The credit union is incorporated under the laws of the State of Texas and under state law is subject to regulatory oversight by the Texas Credit Union Department. If any dispute is not resolved to your satisfaction, you may also file a complaint against the credit union by contacting the Texas Credit Union Department at 914 East Anderson Lane, Austin, Texas 78752-1699, Telephone Number: (512) 837-9236, Fax: (512) 832-0278, Email: [cudmail@tud.texas.gov](mailto:cudmail@tud.texas.gov), Website: [www.cud.texas.gov](http://www.cud.texas.gov).

## TERMS AND CONDITIONS OF YOUR ACCOUNT

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state of Texas and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular.

**BYLAWS** - Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**ARBITRATION AND CLASS ACTION WAIVER** - Please note that this agreement contains a binding Arbitration and Class Action Waiver provision which affects your rights with respect to any claims or disputes by or against East Texas Professional Credit Union. Please closely review the Arbitration and Class Action Waiver section of this agreement. You may opt out by following the specified process.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. If we are notified that any deposit was sent or transferred to us by mistake, was meant for another account or member, or was otherwise improper, we may, without further investigation, charge-back the amount of the deposit against your account, in the exercise of our judgment. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. 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 by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. Items drawn on an institution located outside the United States are handled on a collection only basis. We reserve the right to refuse or to return any deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

### **WITHDRAWALS** -

**Important terms for accounts where more than one person can withdraw** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse 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 if we believe the signature (or other certification or authentication) is not genuine.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

#### **UNDERSTANDING AND AVOIDING OVERDRAFT AND INSUFFICIENT FUNDS FEES AND YOUR OVERDRAFT PROTECTION OPTIONS -**

**Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions and outlines the options we offer to help avoid overdrafts and overdraft fees.

We pay checks and other transactions and withdrawals on your account based on the "available balance." More information about the available balance is provided in this section. The availability of funds in your account may be delayed or reduced as provided in this agreement, including in the Your Ability To Withdraw Funds and the Electronic Fund Transfers Your Rights and Responsibilities sections of this agreement, in the Online Banking Services Agreement, and for other reasons such as legal holds.

An overdrawn account will typically result in you being charged an overdraft fee or an Insufficient Funds Fee. Generally, an overdraft occurs when the available balance in your account is not sufficient to pay for a transaction when presented for payment, but we pay (or cover) the transaction anyway. Overdrafts can be covered in two ways. First, we have an Overdraft Protection Program that will automatically transfer available funds from your savings or other designated deposit account, or you can designate your Line of Credit loan as a source of overdraft protection. There is a fee as set forth in the Rate and Fee Schedule for automatic Overdraft Protection Transfers from your deposit account. Second, if you do not participate in the Overdraft Protection Program, or if funds from your overdraft protection sources are not available, and if you enrolled, then we will consider paying the overdraft under the Overdraft Courtesy Program. The Overdraft Courtesy Program is a discretionary service that will consider paying any type of overdraft except those created by a ATM or everyday (one-time) debit card transaction. If you would like your ATM and everyday debit transactions to be eligible for Overdraft Courtesy Program coverage, a separate enrollment is required. There is a fee for using the Overdraft Courtesy Program as set forth in the Rate and Fee Schedule. Covering your overdrafts through our Overdraft Protection Program is generally less costly than using the Overdraft Courtesy Program. If no sources of overdraft protection are available, then an NSF transaction will result. In an NSF transaction, we do not pay the transaction. Instead, the transaction is rejected, the item or requested payment is returned to the payee, and we will charge an Insufficient Funds Fee. Ask us for more information about our Overdraft Protection Program and/or the Overdraft Courtesy Program. More information about the Overdraft Courtesy Program is set forth below in the Truth in Savings section and in the Overdraft Courtesy Program Benefits and Eligibility brochure. Not all accounts are eligible for the Overdraft Courtesy Program service. If you have enrolled and want to stop receiving services through the Overdraft Protection Program and/or Overdraft Courtesy Program, you may do so by calling us or visiting a branch office.

**Determining your available balance** - We use the "available balance" method to determine whether your account will be overdrawn; that is, whether there are enough available funds in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the current balance or the ledger balance) only includes transactions that have settled up to that point in time; that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes ACH credit transactions and debit card transactions that have been authorized, but not yet settled, and adds or subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared or have not been made available are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection entitled "A temporary debit authorization hold affects your account balance." The Your Ability to Withdraw Funds section of this agreement ("funds availability policy disclosure") also sets forth the terms of our funds availability policy for deposits made to your account.

**Overdrafts** - We use your available balance to determine whether sufficient funds are available when transactions attempt to clear your account. The available balance takes into account holds placed on deposits and pending transactions (such as pending debit card transactions) that have been authorized but that have not yet posted to your account. You understand that we may, at our discretion, honor withdrawal requests that overdraw your account even if you are not enrolled in our Overdraft Courtesy service (although we will not charge a fee for an overdraft unless you are enrolled in the Overdraft Courtesy Program service). However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you should NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change, suspend, or terminate our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover your overdrafts and overdraft fees.

**Insufficient funds fees** - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that exceeds the available balance in your account, and we decide not to pay the item or transaction, you agree that we may charge you an Insufficient Funds Fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented by the payee for payment. You agree that we may charge you an Insufficient Funds Fee each time a payment is presented if the available balance in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**Payment types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

**Important information regarding "decoupled" cards** - Decoupled debit cards are debit cards offered or issued by an institution or merchant other than us. As part of the issuing process, you provide the decoupled debit card issuer with the information it needs to link the decoupled debit card to your account with us. Once this is done, you can typically use the decoupled debit card as you would any other debit card. Importantly, however, while transactions initiated with these decoupled debit cards may originate as debit card transactions paid by the card issuer, we receive and process them as ACH transactions. Additionally, you need to refer to your agreement with the decoupled debit card issuer to understand the terms of use for that card. Thus, when our documentation refers to "debit cards," "everyday debit card transactions," or "one-time debit card transactions," we are referring to debit cards issued by us, not decoupled debit cards issued by other institutions or merchants. Different payment types can use different processing systems and some may take more or less time to post. Knowing which card you are using and how the transaction is processed can help you manage your finances, including helping you to avoid overdraft or NSF fees.

**Balance information** - Keeping track of your available balance is important. You can review your available balance in a number of ways including reviewing your balance online, accessing your account information by phone or using our mobile app, or coming into one of our branches.

**Funds availability** - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability policy disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds or pay an overdraft at any time between the times we receive the item and when we return or pay the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds. This is important as certain transactions, including debit card transactions, may be authorized for payment (via a preauthorization hold); however, those transactions may still result in an overdraft if the transaction exceeds the account's available balance when the transaction posts to the account. The fact that a preauthorization hold was placed on your available balance does not mean the funds are set aside and made available to pay the specific transaction authorized. Rather, the hold is simply a reduction in your available balance based on the fact that we have authorized a transaction and, thus, are obligated to pay the transaction when posted.

**A temporary debit authorization hold affects your account balance** - When you use your debit card to conduct a signature or credit transaction (i.e. you do not enter your PIN), the merchant sends us an amount, usually your purchase total, for preauthorization. This amount is placed on hold and removed from your available balance immediately. The hold is released after approximately 72 hours or when the transaction clears your account, whichever comes first. The hold will be reflected in the available balance on your account which can be verified through Internet Banking, mobile banking, automated teller system and at some ATMs. Preauthorization holds only apply to debit card purchases when you sign your name or do not enter a PIN. For example, a debit card purchase made at a restaurant or with an online merchant would be treated as a signature or credit transaction and would be subject to a preauthorization hold. Debit purchases and ATM withdrawals made using a PIN subtract the funds immediately from your account and are reflected in both your current balance and available balance. Please note: When using your PIN for fuel, the merchant may still send a preauthorization request. Your available balance reflects any preauthorization holds or deposit holds and is used by us to determine available funds when transactions attempt to clear the account. The balance we use as transactions clear is called your available balance and includes all items that have cleared your account up to that point and reflects any items on hold. If your available balance is not sufficient to cover a transaction, we may pay the item and we may charge you an overdraft fee. An overdraft fee may be charged even though your actual balance indicates a positive amount. Carefully tracking your transaction activity and monitoring your available balance will help to ensure you always have sufficient funds available to pay your transactions when presented and avoid Insufficient Funds or Overdraft Fees.

For example, if you visit an ATM and see that your available balance is \$100, you may decide to withdraw \$60. Your actual balance may be \$200 but \$100 is on hold from a signature or credit transaction you made earlier in the day with your debit card. If the preauthorization hold for \$100 was not in place, your available balance would appear to be \$200 and you may have withdrawn an amount (above \$100) that would place your account in an overdraft situation when your earlier debit card transaction posted to your account. Preauthorization holds are reflected in the available balance, which allows you to obtain a more accurate picture of the funds that are available for withdrawal. Some merchants, especially gas stations, hotels, car rental companies and restaurants, will preauthorize an amount that is higher or lower than the actual purchase amount.

**Gas Stations** - Many gas stations preauthorize transactions for amounts ranging from \$1 to \$100 because they do not know how much gas you will actually pump in advance of your transaction. If they preauthorize \$100, we will place a hold for \$100, even if your actual transaction is only \$50. After approximately 2 hours, we will release the hold and those funds will be available to you again.

**Hotels** - When using a debit card to make reservations in advance, hotels generally will preauthorize an amount equal to an overnight stay, or more, depending on the length of your stay. This will result in a hold on your account up to 72 hours. Then, when you actually arrive, the hotel will place another preauthorization, often larger than the cost of your stay to cover possible incidental expenses. Because these preauthorizations can result in significant holds against your account, we recommend always using your ETPCU credit card for hotel reservations.

**Car Rental Companies** - When renting an automobile, most car rental companies will authorize an amount greater than the actual rental cost to cover any additional expenses.

**Restaurants** - Most restaurants authorize an amount that is slightly larger than the bill in the event that you include gratuity on your card transaction. When merchants preauthorize an amount that is different from the final transaction total, there is a possibility that the hold amount and the transaction amount will not match, and the hold will not release when the transaction posts. If the transaction amount does not match the hold amount, the system will automatically release the hold on your account in 72 hours. Some merchants will not send the final transaction through to us within the 72-hour timeframe of the hold. In these situations, the hold will drop off and funds will appear to be available again. However, the debit transaction still has to post to your account. Unfortunately, we have no control over how quickly merchants process their transactions. The best way to know the amount of funds you have available for use is to carefully track all of your transactions (including checks, automatic payments, deposits and debit card transactions). To avoid preauthorization holds when using your debit card, you can select "Debit" and enter your PIN. Keep in mind, most PIN-based transactions clear your account immediately. Online and telephone debit card transactions are generally processed as Signature/Credit transactions because you do not have the option to enter your PIN. These types of transactions will create a preauthorization hold. It is not our policy to remove preauthorization holds unless an error was made. If an erroneous hold was placed or there are extenuating circumstances that may warrant removing the hold, please contact us. For additional information regarding preauthorization holds, please contact us.

**Payment order of items** - Subject to applicable law, we may pay items drawn on your account in any order we choose (for purposes of this section "items" means checks, orders and electronic transactions). We may also change the order in which we choose to process items at any time without notice, although we will endeavor to notify you in advance notice when possible. To assist you in handling your account with us and avoiding overdrafts, we are providing you with the following information regarding how we process those items.

We generally pay items as we receive them. However, we typically receive items to be processed against your account multiple times per day in what are referred to as presentation files. Each presentation file contains a large amount of a specific type of item (for example, checks or ACH items). These presentation files may contain multiple items of the same type to be processed against your account. When processing a presentation file containing multiple items received at the same time, the items will generally be paid in the following order, subject to our reservation of right to pay checks and other withdrawal orders payable to us first. Checks are paid in the order of the check number from lowest to highest. For ACH files, we will post ACH credits first, then ACH debits by dollar amount from lowest to highest. ATM/Point of Sale items are paid in the order they are presented. Transactions performed in person, such as withdrawals or checks cashed at our branch offices, are generally paid when performed. The order in which items are paid is important if your available balance is not sufficient to pay all of the items that are presented. There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer Overdraft or Insufficient Funds Fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. However, if the largest items are paid first, your most important items might be paid but it may increase the Overdraft or Insufficient Funds fees if funds are not available to pay all of the items.

If an item is presented and the available balance in your account is not sufficient to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item. The amounts of the Overdraft and Insufficient Funds Fees are disclosed elsewhere in our Rate and Fee Schedule. We encourage you to make careful records and practice good account management. This will help you to avoid creating items when sufficient funds are not available and incurring the resulting fees.

Items will be processed against the available balance in the account at the time of processing. Importantly, the actual balance and available balance may differ as the actual balance does not reflect any pending ATM or debit card transactions that have not posted to the account. We use your available balance when determining whether an item will cause your account to overdraw and for charging Overdraft or Insufficient Funds fees. Items may not be processed in the order in which they occurred and the order in which items are received and processed may impact the total amount of fees incurred. There are many ways items are presented for payment by merchants and we are not necessarily in control of when items are received. We may receive multiple deposit or withdrawal transactions on your account in many different forms throughout each business day. This means you may be charged more than one fee if multiple items overdraw your account.

**UNIFORM SINGLE-PARTY OR MULTIPLE-PARTY ACCOUNT SELECTION FORM NOTICE** - The type of account you select may determine how property passes on your death. Your will may not control the disposition of funds held in some of the following accounts. Payment of the account to, as applicable, an estate, surviving owner, or any beneficiary is subject to our contract rights and statutory lien for the owner's obligations (as described in

Right to Repayment of Indebtedness), any security interest or pledge granted by the owner, and our ability to honor transactions (as described in Death or Incompetence). Except as required by law, we are not obligated to notify any beneficiary of the existence of any account nor the vesting of the beneficiary's interest in any account. Any POD designation shall not apply to Individual Retirement Accounts (IRAs).

**SINGLE-PARTY ACCOUNT WITHOUT "P.O.D." (PAYABLE ON DEATH) DESIGNATION** - The party to the account owns the account. 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.

**SINGLE-PARTY ACCOUNT WITH "P.O.D." (PAYABLE ON DEATH) DESIGNATION** - The party to the account owns the account. On the death of the party, ownership of the account passes to the P.O.D. beneficiaries of the account. The account is not a part of the party's estate.

**MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP** - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes to the surviving parties.

**MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP AND "P.O.D." (PAYABLE ON DEATH) DESIGNATION** - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of the last surviving party, the ownership of the account passes to the P.O.D. beneficiaries.

**MINOR ACCOUNTS** - We require any account established by a minor to be a Multiple-Party Account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a parent or legal guardian is an owner on the account, the parent or legal guardian shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

**TRUST ACCOUNT** - The parties named as trustees to the account own the account in proportion to the parties' net contributions to the account. A trustee may withdraw funds from the account. A beneficiary may not withdraw funds from the account before all trustees are deceased. On the death of the last surviving trustee, the ownership of the account passes to the beneficiary. The trust account is not a part of a trustee's estate and does not pass under the trustee's will or by intestacy, unless the trustee survives all of the beneficiaries and all other trustees.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**STOP PAYMENTS** - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law; it must be made in a dated, authenticated record that describes the item with certainty. (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood – you can ask us what type of stop payment records you can give us). We must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You agree to indemnify us for all damages, expenses, including attorneys' fees, related to any claims brought by an account owner, beneficiary, payee, endorsee, or any other party for our failure to stop payment of an item as a result of incorrect information provided by you, your untimely request, or a stop payment you permitted to expire.

You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TRANSFER LIMITATIONS** - For savings and money market accounts you may make up to six transfers or withdrawals by means of internet banking, mobile banking, preauthorized, automatic, or telephone transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

**AMENDMENTS AND TERMINATION** - We may change our bylaws and any term of this agreement. For such changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also suspend or terminate a service or close this account at any time, including if your membership in the credit union terminates, upon reasonable notice to you and, if we close the account, tender of the account balance personally or by mail. Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new terms.

When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Only a joint tenant that is a member can close an account.

Items presented for payment after the account is closed may be dishonored.

Note: Rules governing changes in dividend (or interest) rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

**CORRECTION OF CLERICAL ERRORS** - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

**STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.



You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors or problems** - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors generally** - You agree that our retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability. Upon a bankruptcy filing, unless you cancel the authorization, we will continue applying payments from direct deposits in accordance with your authorization on file with us.

**TEMPORARY ACCOUNT AGREEMENT** - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**RIGHT TO REPAYMENT OF INDEBTEDNESS** - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity, or (d) the debt is created by a home equity loan, or (e) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

**PLEDGES** - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

**CHECK PROCESSING** - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**INSTRUCTIONS FROM YOU** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

**MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time or term share account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by the enforcement of our right to repayment of indebtedness against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**ACH AND WIRE TRANSFERS** - We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Texas as provided by the operating rules of the NACHA, which are applicable to ACH transactions involving your account.

This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. However, we will notify you of the receipt of payments in the periodic statements we provide to you.

**INTERNATIONAL ACH TRANSACTIONS** - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, 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. You give us this authority 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 filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

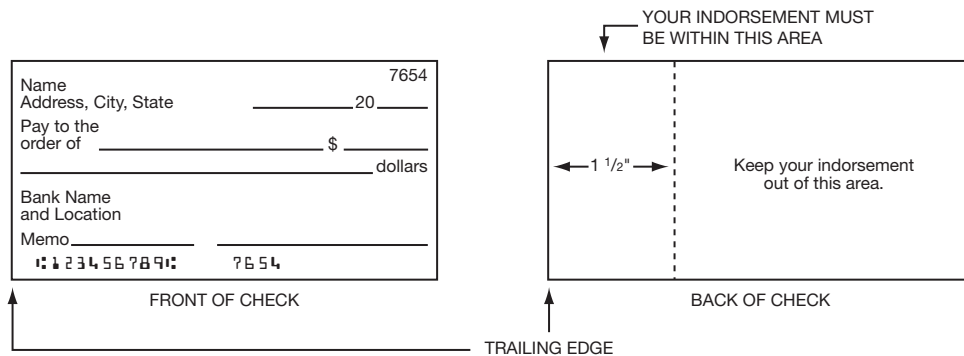
**STALE-DATED CHECKS** - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

**NCUA INSURANCE** - Funds in your account(s) with us are insured by the National Credit Union Administration (NCUA) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Share insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the NCUA. You can also visit the NCUA website at [www.ncua.gov](http://www.ncua.gov) and click on the Share Insurance link. The link includes detailed contact information as well as a share insurance estimator.

**INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

**UTMA ACCOUNTS** - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification. If the custodian dies without a successor custodian already named on the account, we may suspend the account until a successor custodian is named, we receive instructions from any person authorized by law to withdraw funds, or we receive a court order authorizing withdrawals.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency. Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

**LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S, OR TELLER'S CHECKS** - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

#### **ACCOUNT SECURITY -**

**Your duty to protect account information and methods of access** - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

**Positive pay and other fraud prevention services** - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

**UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**CLAIM OF LOSS** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an every day/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of loss, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**CHANGES IN NAME AND CONTACT INFORMATION** - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**INACTIVE ACCOUNTS AND UNCLAIMED PROPERTY** - We have rules regarding inactive accounts and we may charge a fee, disclosed elsewhere, for inactive accounts. Additionally, the law establishes procedures under which unclaimed property must be surrendered to the state. Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons. We reserve the right to require written consent of all owners for any change to or termination of an account.

**AGENTS** - An agent is someone who you authorize to have access to this account on your behalf. An agent is not an owner of the account. We may refuse to accept an agent, or an agency account, or a Power of Attorney, at our sole discretion. If we do accept an agent or Power of Attorney, we have

no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit, and you agree to indemnify us from and against any and all acts of your agent.

---

## ARBITRATION AND CLASS ACTION WAIVER

**Please review this provision carefully: It affects your legal rights. Arbitration of a dispute will result in the loss of any right to participate in a class action lawsuit related to the claim arbitrated.**

### ARBITRATION PROCEDURES -

**Electing arbitration** - Except if you opt out as provided below, you or we may elect to arbitrate any claim or dispute between you and us arising from or related in any way to this Agreement or any account, product, or service you have or have had with us. This arbitration provision applies regardless of whether the claim or dispute is based in contract, tort, or otherwise. If arbitration is elected, any claim or dispute will be resolved by individual (not class-wide) binding arbitration instead of a lawsuit or other resolution in court. This arbitration provision does not apply to any individual action brought in small claims court (or your state court equivalent). Any arbitration hearing will be within 50 miles of your residence at the time the arbitration is commenced, unless otherwise mutually agreed.

**Arbitration costs** - We will reimburse the amount of filing, case management, administration, and arbitrator fees you are required to pay. Notwithstanding the foregoing, we will not reimburse you for any fees if the arbitrator determines that your claim or dispute was frivolous or baseless. Each party will be responsible for its own fees, including attorneys' fees in any arbitration, except that the arbitrator is permitted to award attorneys' fees to the prevailing party under applicable law or agreement.

**Arbitrators and arbitration rules** - The party electing arbitration must choose between one of two organizations: the American Arbitration Association ("AAA"); or Judicial Arbitration and Mediation Services ("JAMS"). The rules and codes of procedure of the chosen organization in effect when arbitration is elected will apply. Arbitration will be conducted by a single arbitrator. The arbitrator will be bound by the terms of this Agreement and will be a retired judge or attorney with experience in financial institutions.

**Effect of arbitration award** - The arbitrator's decision and award will be final and binding on all parties, except for any right to appeal provided by the Federal Arbitration Act, and may be entered in any court, state or federal, having jurisdiction. Any relief available in a court of law can be awarded by the arbitrator.

**FEDERAL ARBITRATION ACT** - This Agreement is considered a transaction in interstate commerce. As such, the Federal Arbitration Act (Title 9 of the US Code) governs the interpretation and enforcement of this arbitration provision. Any issue concerning the validity or enforcement of this arbitration provision, or whether it applies to any specific claim or dispute will be determined by the arbitrator.

**CLASS ACTION WAIVER** - Unless prohibited by applicable law, arbitration will be solely brought in your individual capacity and be solely between you and us. Neither you nor we have the right to participate in a class action in court or arbitration, either as a class representative or class member. No arbitration between you and us may be joined or consolidated with any other arbitration. Under no circumstances shall there be any class action in arbitration. You and East Texas Professional Credit Union acknowledge the Class Action Waiver is material and essential to the arbitration of any claims or disputes and is non-severable from this arbitration provision. If the Class Action Waiver is limited, voided or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver.

### GENERAL -

**Severability; survival** - Except as provided in the Class Action Waiver above, if any term of this arbitration provision is found unenforceable for any reason, it shall be severed and the remaining terms shall be enforced without regard to the invalid or unenforceable provisions. This arbitration provision shall survive termination of the Agreement.

**Available relief** - This arbitration provision does not preclude you from informing any federal, state or local agency or entity of your dispute. Such agency or entity may be able to seek relief on your behalf. Nothing in this arbitration provision limits your or our right, whether before, during or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off, or repossession and sale of collateral, or to obtain injunctive relief or interpleader relief. The exercise of these rights will not constitute a waiver of the right to submit any dispute to arbitration.

**Exclusion** - To remove any doubt, this arbitration provision does not apply to: (i) any consumer credit transaction secured by a dwelling (including a home equity line of credit secured by your principal dwelling); or (ii) to any consumer credit obtained while you were a covered borrower as defined by the Military Lending Act.

**RIGHT TO OPT OUT. YOU MAY OPT OUT OF THIS ARBITRATION AND THE CLASS ACTION WAIVER PROVISION BY SENDING A WRITTEN REQUEST TO US AT EAST TEXAS PROFESSIONAL CREDIT UNION, ATTN: COMPLIANCE DEPARTMENT, P.O. BOX 6750, LONGVIEW, TX 75608. YOUR WRITTEN NOTICE MUST INCLUDE YOUR NAME, ADDRESS, ACCOUNT NUMBER, AND INDICATE YOUR CHOICE TO OPT OUT OF THIS ARBITRATION AND CLASS ACTION WAIVER PROVISION. NOTICE MUST BE RECEIVED WITHIN SIXTY (60) DAYS AFTER THIS AGREEMENT WAS DELIVERED OR OTHERWISE MADE AVAILABLE TO YOU. IF YOU FAIL TO OPT OUT WITHIN THIS SIXTY (60) DAY PERIOD, YOU WILL BE DEEMED TO HAVE PROVIDED YOUR CONSENT TO THE RESOLUTION OF CLAIMS OR DISPUTES THROUGH BINDING ARBITRATION. OPTING OUT OF ARBITRATION WILL NOT TERMINATE OR EFFECT ANY OTHER RIGHTS YOU OR WE HAVE UNDER THIS AGREEMENT. IF YOU OPT OUT, YOU MUST OPT OUT OF ALL TERMS OF THIS ARBITRATION AND CLASS ACTION WAIVER PROVISION. YOU MAY NOT OPT OUT OF ONLY CERTAIN TERMS.**

---

## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits (such as U.S. Treasury (social security)) to be accepted into your checking or share savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or share savings account(s).
- **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

**Automated Teller Telephone Transfers - types of transfers** - You may access your account by telephone 24 hours a day at 903-323-0269 or 1-800-660-0940 using your personal identification number, a touch tone phone, and your account numbers, to:

- transfer funds between checking and share savings
- transfer funds from line of credit to checking or share savings

- make payments from checking or share savings to loan accounts with us
- get information about:
  - the account balance of checking or share savings account(s)
  - the last deposit to checking or share savings account(s)

**Internet Banking - types of transfers and charges** - You may access your account(s) by computer or mobile device 24 hours a day by logging onto [www.etpcu.org](http://www.etpcu.org) and using your Internet Banking ID and password, to:

- transfer funds between deposit accounts, including linked accounts
- transfer funds from line of credit to deposit accounts
- make payments from deposit accounts to loan accounts with us
- make payments from checking to third parties through Bill Pay
  - refer to the Rate and Fee Schedule for the current monthly fee for Bill Pay (waived for Platinum and Platinum Plus checking accounts)

You may be charged access fees by your mobile device provider based on your individual plan. Web access is needed to use this service. Check with your mobile device provider for details on specific fees and charges.

**Mobile Banking - types of transfers and charges** - You may access your account(s) by mobile device 24 hours a day by downloading our mobile banking app and using your Internet Banking ID and password, or fingerprint authentication once established, to:

- transfer funds between deposit accounts, including linked accounts
- transfer funds from line of credit to deposit accounts
- make payments from deposit accounts to loan accounts with us
- make payments from checking to third parties through the Bill Pay or Picture Pay option
  - refer to the Rate and Fee Schedule for the current monthly fee for Bill Pay (waived for Platinum and Platinum Plus checking accounts)
  - you must be enrolled in Bill Pay to utilize the Picture Pay option
- make check deposits to checking through Mobile Deposit option
  - you must write the restrictive indorsement "for mobile deposit only" under your signature on any check deposited using Mobile Deposit
  - mobile deposits without the restrictive indorsement will be rejected during our audit process, reducing the balance in your account by the amount of the rejected deposit
- turn debit and credit cards "on" or "off" through Card Control option
- make person-to-person payments through Bill Pay
  - refer to transaction confirmation screen for current transaction fee

You may be charged access fees by your mobile device provider based on your individual plan. Web access is needed to use this service. Check with your mobile device provider for details on specific fees and charges.

**ATM Transfers - types of transfers and dollar limitations** - You may access your account(s) by ATM using your ATM card and personal identification number or Mastercard®-branded debit card and personal identification number, to:

- make deposits to checking or share savings account(s)
  - this service is not available at all locations
- get cash withdrawals from checking or share savings account(s) with an ATM card
  - you may withdraw no more than \$500.00 per business day
- get cash withdrawals from checking or share savings account(s) with a debit card
  - you may withdraw no more than \$500.00 per business day
- transfer funds from share savings to checking account(s)
- transfer funds from checking to share savings account(s)
- make payments from checking account(s) to us
- get information about:
  - the account balance of your checking or share savings account(s)

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

**Types of ATM Card Point-of-Sale Transactions** - You may access your checking or share savings account(s) to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

**ATM Card Point-of-Sale Transactions - dollar limitations** - By using your card:

- you may not exceed \$500.00 in transactions per business day, in combination with ATM withdrawals

**Types of Mastercard®-branded Debit Card Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Point-of-Sale Transactions - dollar limitations** - Using your card:

- you may not exceed \$2,000.00 in transactions per business day, in combination with ATM withdrawals

ATM and debit card dollar limitations may be amended from time to time.

**Currency Conversion and Cross-Border Transaction Fees.** If you effect a transaction with your Mastercard®-branded debit card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

Mastercard charges us a Currency Conversion Assessment for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a foreign transaction fee as disclosed on our Rate and Fee Schedule as amended from time to time. The fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard Debit Switch in which the country of the merchant is different than the country of the cardholder.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Internet Banking and Mobile Banking Services.** As a general policy, Internet Banking and Mobile Banking services are available to members in good standing. We reserve the right to restrict, revoke, terminate, or deny access to Internet Banking and Mobile Banking services if we determine, in our sole discretion, such action is necessary to protect us, you, or other members. This means we may revoke your access to Internet Banking and Mobile Banking services if you fail to properly protect your login credentials, including your password, or other account information. Unless required by law, we are not obligated to provide you advance notice of our restriction of these services. We may provide reasonable notice depending on the circumstances and we encourage you to closely review the communications we provide to you regarding your services.

## FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). You understand and agree that the ATM operator may charge multiple fees for multiple transactions (for example, a fee for a balance inquiry and a fee for a withdrawal) during the same ATM session.

## DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 903-323-0230 or 1-800-256-5009 to find out whether or not the deposit has been made.
- **Periodic statements.**  
You will get a monthly account statement from us for your checking accounts. All accounts which are accessible by EFT, other than direct deposit, will get monthly statements.

## PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:  
Request in writing to us at the address listed in this disclosure in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. We will charge you a fee for each stop payment as set forth in the Rate and Fee Schedule as amended from time to time.
- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## FINANCIAL INSTITUTION'S LIABILITY

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

## CONFIDENTIALITY

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the Privacy Disclosure contained elsewhere in this document.

## UNAUTHORIZED TRANSFERS

### (a) Consumer liability.

• **Generally.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, 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 you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

• **Additional Limits on Liability for Mastercard®-branded Debit Card.** You will not be liable for any unauthorized transactions using your Mastercard®-branded Debit Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check or draft without your permission.

## ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. 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. Information you must supply to us is as follows:

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

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

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

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

EAST TEXAS PROFESSIONAL CREDIT UNION  
P.O. BOX 6750  
LONGVIEW, TEXAS 75608  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: 903-323-0230 or 1-800-256-5009  
MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

### MAXIMUM MEMBER LIABILITY

In addition to unlimited liability for transfers occurring after the 60 day period, you could be liable for up to \$500.00 for unauthorized transfers occurring before that date. This could happen if (1) a lost or stolen card goes unreported for more than two business days after you discover the loss or theft, (2) unauthorized transfers relating to the loss or theft occur and appear on the periodic statement which go unreported for more than 60 days, and (3) there are additional unauthorized transfers after the 60 day period.

### IMPORTANT NOTICE REGARDING WIRE TRANSFERS

If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire transactions. Effective January 1, 1991, the Board of Governors of the Federal Reserve System has amended Regulation J for Fedwire Transfers. This Amendment modifies parts of 4A and incorporates 4A as part of Regulation J. If a wire transfer is sent or received by a credit union and that transfer was made over Fedwire, Regulation J and 4A will cover the transaction as far as the Fed and the credit union are concerned. A credit union's claim against the Fed or other bank, if there is a problem with the wire transfer, will be limited to and governed by 4A.

If you give East Texas Professional Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying or account number, payment may be made by the beneficiary's bank on the basis of the identifying or bank account number, even if the number identifies a person different than the named beneficiary. If a funds transfer is covered by 4A and the payment is made by the beneficiary bank on the basis of the number identification but the number identifies the wrong beneficiary, East Texas Professional Credit Union will **NOT** be responsible for the amount of the funds transfer. It will be the responsibility of the member to recover the funds from the person that actually received the payment.

If you give East Texas Professional Credit Union a payment order which identifies an intermediary or beneficiary's bank by both the name and the identifying number, a receiving bank may rely on the number as the proper identification, even if it identifies a different person than the named bank. Any loss or expenses which East Texas Professional Credit Union would be obligated to pay other banks in attempting to complete the funds transfer or in completing it to the wrong bank, will be charged to the account of the credit union member initiating the funds transfer.

THE CUT-OFF TIME FOR ALL WIRE TRANSFERS INITIATED AT EAST TEXAS PROFESSIONAL CREDIT UNION SHALL BE 2:00 P.M. ANY REQUEST FOR WIRE TRANSFERS RECEIVED AFTER 2:00 P.M. SHALL BE PROCESSED ON THE FOLLOWING BUSINESS DAY.

### NOTICE OF BASIC SAFETY PRECAUTIONS FOR ATM CARD AND NIGHT DEPOSIT FACILITY USERS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM), night deposit facility or using your ATM card to make purchases on the Internet. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always keep your ATM receipts secure. Don't leave them at the ATM or night deposit facility because they may contain important account information. Shred your ATM receipts once they are no longer needed.
3. Don't lend your ATM card to anyone.
4. Remember, do not leave your card at the ATM. Do not leave any financial documents at a night deposit facility or lying out unsecured.
5. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. If your card has an embedded chip, consider keeping the card in a safety envelope to avoid undetected and unauthorized scanning. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone or Internet. If your ATM card can be used to make purchases, only consider providing card information over the telephone or the Internet if it is to a trusted merchant and for a call or transaction initiated by you – and never provide the merchant with the PIN to your ATM card.
6. Protect against ATM and Internet fraud. Promptly compare your monthly account statements or the account histories that you receive against your ATM and other receipts. If you make a purchase on the Internet, end the transaction by logging out of the website instead of just closing the web browser.
7. Inspect an ATM before you use it. Look for possible tampering, or for the presence of an unauthorized attachment that could capture your PIN or other information from your card. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
8. Protect the security of your PIN. Ensure no one can observe you entering your PIN into the ATM. An example of preventing others from seeing you enter your PIN is by using your body or hand to shield their view.
9. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
10. When you make a transaction, remain aware of your surroundings and exercise caution when withdrawing funds. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
11. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
12. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, put your card away and leave. You might consider using another ATM or coming back later.
13. Don't display your cash; put it away as soon as the ATM transaction is completed and wait to count the cash until you are in the safety of a locked enclosure such as your car, home, or in another secure area.
14. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
15. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

---

### YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts, but not to savings or share savings accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Savings accounts and share savings accounts are examples of savings deposits. Feel free to ask us whether any of your other accounts might also be under this policy.

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

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit 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.

If you make a deposit at an ATM or via Mobile Deposit before 2:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM or via Mobile Deposit after 2:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. All deposits are subject to verification and applicable holds.

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

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

#### **LONGER DELAYS MAY APPLY**

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

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

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,525 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

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

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

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

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

Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

#### **SPECIAL RULES FOR SAVINGS ACCOUNTS**

At our discretion, funds from check deposits to savings accounts may not be available for withdrawal until collected.

---

## **SUBSTITUTE CHECKS AND YOUR RIGHTS**

As our member we think it's important for you to know about substitute checks. The following Substitute Check Disclosure provides information about substitute checks and your rights.

### **What is a substitute check?**

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

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### **What are my rights regarding substitute checks?**

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

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

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

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

### **How do I make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

East Texas Professional Credit Union

P.O. Box 6750

Longview, TX 75608

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

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



## TRUTH-IN-SAVINGS DISCLOSURE SHARE SAVINGS ACCOUNT

### Rate Information:

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and crediting** - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

**Dividend period** - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

If you close your share account before dividends are paid, you will not receive the accrued dividends.

### Minimum balance requirements:

The minimum required to open this account is the purchase of a share in the credit union. Please see the bylaw requirements in the Common Features section for additional information.

You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the first business day after the banking day you place noncash items (for example, checks) to your account.

### Transaction limitations:

During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

### Par value of a share:

The par value of a share in this account is \$5.00.

## CHRISTMAS CLUB ACCOUNT

### Rate Information:

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and crediting** - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

**Dividend period** - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

If you close your Christmas Club account before dividends are paid, you will not receive the accrued dividends.

### Minimum balance requirements:

The minimum balance required to open this account is \$10.00.

You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the first business day after the banking day you place noncash items (for example, checks) to your account.

### Transaction limitations:

You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

If more than two withdrawals are made from this account before the club ending date, then this account may be closed.

## VACATION CLUB ACCOUNT

### Rate Information:

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and crediting** - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

**Dividend period** - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

If you close your Vacation Club account before dividends are paid, you will not receive the accrued dividends.

### Minimum balance requirements:

The minimum balance required to open this account is \$10.00.

You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the first business day after the banking day you place noncash items (for example, checks) to your account.

### Transaction limitations:

You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

If more than two withdrawals are made from this account before the club ending date, then this account may be closed.

## IRA SAVINGS ACCOUNT

### Rate Information:

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and crediting** - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

**Dividend period** - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

If you close your IRA Savings account before dividends are paid, you will not receive the accrued dividends.

### Minimum balance requirements:

The minimum balance required to open this account is \$25.00.

No daily minimum balance is required in this account.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the first business day after the banking day you place noncash items (for example, checks) to your account.

**Transaction limitations:**

During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or similar order to a third party.

For IRA Certificate Accounts, refer to Term Share Certificate disclosure.

**Term Share Certificates** - The terms and conditions of a certificate, including penalty for early withdrawal, are set forth on the face of said certificate. Please refer to our *Rate and Fee Schedule* for available terms.

**PLATINUM CHECKING ACCOUNT**

**Minimum balance requirements:**

The minimum balance required to open this account is \$50.00.

You must maintain a minimum daily balance of \$1,000.00 in your account each day to avoid a monthly service charge. Please refer to our separate Rate and Fee Schedule for additional information about charges.

**Transaction limitations:**

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**PLATINUM PLUS CHECKING ACCOUNT**

**Minimum balance requirements:**

A minimum of \$50.00 **and** the designation of an authorized payroll deduction or ACH commitment is required to open this account.

You must deposit a monthly aggregate total into the account of \$1,000.00 or more through payroll deduction or ACH deposit to qualify for this account. If deposit requirements are not met, the account will convert to the same terms and conditions of the Platinum Checking account.

There is no monthly service charge on this account. Please refer to our separate Rate and Fee Schedule for additional information about charges.

**Transaction limitations:**

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**ADVANTAGE CHECKING ACCOUNT**

**Rate Information:**

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements:**

The minimum balance required to open this account is \$50.00.

There is no monthly service charge on this account. Please refer to our separate Rate and Fee Schedule for additional information about charges.

You must maintain a minimum daily balance of \$1,000.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the first business day after the banking day you place noncash items (for example, checks) to your account.

**Transaction limitations:**

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**PRIORITY CHECKING ACCOUNT**

**Minimum balance requirements:**

The minimum balance required to open this account is \$50.00.

**Transaction limitations:**

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**Fees and charges:**

A monthly service fee will be charged each month.

Please refer to our separate Rate and Fee Schedule for additional information about charges.

**SENIOR CHECKING ACCOUNT**

Account applicable to members ages 60 and above.

**Rate Information:**

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements:**

The minimum balance required to open this account is \$50.00.

There is no monthly service charge on this account. Please refer to our separate Rate and Fee Schedule for additional information about charges.

You must maintain a minimum daily balance of \$1,000.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the first business day after the banking day you place noncash items (for example, checks) to your account.

**Transaction limitations:**

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**MONEY MARKET CHECKING ACCOUNT**

**Rate Information:**

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements:**

The minimum balance required to open this account is \$1,000.00.

You must maintain a \$1,000.00 daily minimum balance to avoid a monthly service fee. Please refer to our separate Rate and Fee Schedule for additional information about charges.

You must maintain a minimum daily balance of \$1,000.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the first business day after the banking day you place noncash items (for example, checks) to your account.

**Transaction limitations:**

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**MONEY MARKET PLUS ACCOUNT**

**Rate Information:**

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements:**

The minimum balance required to open this account is \$1,000.00.

You must maintain a \$1,000.00 daily minimum balance to avoid a monthly service fee. Please refer to our separate Rate and Fee Schedule for additional information about charges.

You must maintain a minimum daily balance of \$1,000.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the first business day after the banking day you place noncash items (for example, checks) to your account.

**Transaction limitations:**

During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

**OVERDRAFT COURTESY PROGRAM** - The Credit Union has established an Overdraft Courtesy Program. Eligibility for the Program is subject to our requirements and policies. We may add, alter or delete these requirements and policies at our discretion and without notice to you. This Program may be suspended or terminated, in whole or in part, or amended at our sole discretion and without notice to you. This Program does not obligate us to pay an item presented for payment if your account does not contain sufficient collected and available funds. However, at our sole discretion, we may pay such overdrafts as a courtesy to you.

Your checking account has two kinds of balances: the actual balance (sometimes called the current balance or ledger balance) and the available balance. The current balance is the amount of money that is actually in your account at any given time. It reflects transactions that have posted to your account, but it does not include transactions that have been authorized and are pending. For example, your account may have purchases, holds, fees, other charges, or deposits made on your account that have not yet posted and, therefore, will not appear in your current balance. Your available balance is the amount of money in your account that is available to you to use without overdraw your account. The available balance takes into account holds placed on deposits and pending transactions (such as pending debit card purchases) that have been authorized but that have not yet posted to your account.

**We use your available balance to determine whether sufficient funds are available when transactions attempt to clear the account.** Therefore, if your available balance is \$30 and a transaction for \$50 attempts to clear the account, an Overdraft or Insufficient Funds fee may be charged depending on whether we pay the transaction. It is very important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your available balance may not reflect outstanding checks and automatic bill payments (or other outstanding transactions) that you have authorized but that have not yet posted to your account.

We use your available balance to determine whether a transaction will cause your account to overdraw and for charging fees. If we pay such an overdraft, you will be charged a fee equal to our Overdraft Courtesy Fee as set forth in our Rate and Fee Schedule booklet in effect at the time we pay such item. We may refuse to pay an overdraft for you at any time, even though we have previously paid overdrafts for you. You will be notified of any nonsufficient fund items paid or returned that you may have. However, we have no obligation to notify you before we pay or return it. The amount of any overdrafts we pay plus any overdraft charge(s) that you owe us shall be due and payable upon demand, and each owner of the account shall be jointly and severally liable for payment and said sums.

**COMMON FEATURES**

**Bylaw requirements:**

You must complete payment of one share in your Share Savings account as a condition of admission to membership.

If the balance in your Share Savings account falls below the par value of one share, and you do not increase the balance to at least the par value of one share within thirty days of the reduction, you may be terminated from membership immediately.

**Transaction limitation** - We reserve the right to at any time require not less than seven days notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D.

**Nature of dividends** - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

**National Credit Union Share Insurance Fund** - Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

**Overdraft Fee Transaction Categories** - The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means. We use your available balance to determine whether a transaction will cause your account to overdraw and for charging fees. Ask us about our Overdraft Protection Program options, which include a link to your savings account or other account or a line of credit to pay your overdrafts and may be less expensive than the Overdraft Courtesy option.

# EAST TEXAS PROFESSIONAL CREDIT UNION

## ADDRESSES & PHONES

### CARTHAGE

1925 W. Panola St.  
Carthage, TX 75633  
903.631.0280 • Fax 903.631.0285

### KILGORE

304 N. Kilgore St.  
Kilgore, TX 75662  
903.983.2513 • Fax 903.983.2427

### MARSHALL NORTH

1708 East End Blvd. N  
Marshall, TX 75670  
903.472.4670 • Fax 903.472.4671

### DAINGERFIELD

1206 Linda Dr.  
Daingerfield, TX 75638  
903.645.2206 • Fax 903.645.2208

### LETOURNEAU

2301 S. High St.  
Longview, TX 75602  
903.237.1400 • Fax 903.237.1409

### MT. PLEASANT NORTH

105 W. 18th St.  
Mt. Pleasant, TX 75455  
903.572.3201 • Fax 903.577.8805

### DIANA

1978 US Hwy. 259 S. • PO Box 5  
Diana, TX 75640  
903.663.6200 • Fax 903.663.6213

### LONGVIEW LOOP

409 E. Loop 281 • PO Box 6750  
Longview, TX 75608  
903.323.0230 • 800.256.5009 • Fax 903.323.0280

### MT. PLEASANT SOUTH

1405 S. Jefferson St.  
Mt. Pleasant, TX 75455  
903.577.3500 • Fax 903.577.5580

### GILMER

1091 US Hwy. 271 N  
Gilmer, TX 75644  
903.680.0582 • Fax 903.680.0587

### LUFKIN

406 College Dr.  
Lufkin, TX 75904  
936.634.2292 • Fax 936.634.2295

### NACOGDOCHES

1407 Cardinal St.  
Nacogdoches, TX 75961  
936.564.0458 • Fax 936.560.0657

### HALLSVILLE

802 W. Main St. • PO Box 695  
Hallsville, TX 75650  
903.660.5129 • Fax 903.660.5128

### MARSHALL

305 S. Alamo Blvd.  
Marshall, TX 75670  
903.938.8801 • Fax 903.938.5342

### PINE TREE

3502 W. Loop 281  
Longview, TX 75604  
903.297.6915 • Fax 903.295.3803

### HENDERSON

723 E. Main St.  
Henderson, TX 75652  
903.657.3375 • Fax 903.657.1464

### SPRING HILL

3801 Gilmer Rd.  
Longview, TX 75604  
903.295.5680 • Fax 903.295.7085

### HUGHES SPRINGS

1412 E. First St. • PO Box 159  
Hughes Springs, TX 75656  
903.639.4115 • Fax 903.639.4105

### TYLER

850 Rice Rd.  
Tyler, TX 75703  
903.581.5431 • Fax 903.561.5284

### JEFFERSON

302 E. Broadway  
Jefferson, TX 75657  
903.665.8998 • Fax 903.665.7200

### WILDWOOD

2395 HG Mosley Pkwy.  
Longview, TX 75604  
903.212.0150 • Fax 903.212.0120



Federally Insured by NCUA

Visit [etpcu.org](http://etpcu.org) for hours of operation.

