



**MEMBERS  
CREDIT UNION**  
realtime banking 

**Cleburne Branch**  
827 N Main Street

817 641 4031 | Metro 817 558 0226  
Toll Free 866 511 4011  
Fax 817 645 0279

**Burleson Branch**  
1024 SW Alsbury Boulevard  
817 386 8170  
Fax 817 386 8174

**Website**  
memberscreditunion.com

**E-mail**  
mcu@memberscreditunion.com



**MEMBERS  
CREDIT UNION**  
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# *Disclosure Booklet*

*Revised 11/03/06*

- **Account Agreement**
- **Truth-In-Savings**
- **Fee Schedule**
- **Electronic Fund Transfers**
- **Funds Availability**
- **Privacy Notice**

Member Number:

## COMPLAINT NOTICE

This 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 you have a dispute with Members Credit Union, you should first contact the credit union. If the dispute is not resolved to your satisfaction, you may file a complaint against the credit union by contacting the Texas Credit Union Department through one of the means indicated below:

By U.S. Mail:

914 East Anderson Lane  
Austin, Texas 78752-1699  
Telephone Number: (512) 837-9236  
Website: [www.cud.texas.gov](http://www.cud.texas.gov)

To protect our members' privacy, we only work with companies that agree to maintain strong confidentiality protections and limit the use of information we provide. We do not permit these companies to sell the information we provide to other third parties.

### **DISCLOSURE OF INFORMATION ABOUT FORMER MEMBERS**

If you terminate your membership with MEMBERS CREDIT UNION, we will not share information we have collected about you, except as may be permitted or required by law.

### **HOW WE PROTECT YOUR INFORMATION**

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, or procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### **WHAT MEMBERS CAN DO TO HELP**

MEMBERS CREDIT UNION is committed to protecting the privacy of its members. Members can help by following these simple guidelines:

- Protect your account numbers, plastic card numbers, PINs (Personal Identification Numbers) or passwords. Never keep your PIN with your card, which can provide free access to your account if your card is lost or stolen.
- Use caution when disclosing your account numbers, social security numbers, etc. to other persons. If someone calls you explaining the call is on behalf of the credit union and asks for your account number, you should beware. Official credit union staff will have access to your information and will not need to ask for it.
- Keep your information with us current. If your address or phone number changes, please let us know. It is important that we have current information on how to reach you. If we detect potentially fraudulent or unauthorized activity or use of an account, we will attempt to contact you immediately.
- Let us know if you have questions. Please do not hesitate to call us - we are here to serve you!

MEMBERS CREDIT UNION  
827 N. MAIN  
CLEBURNE, TX 76033  
PHONE: (817) 641-4031  
FAX: (817) 645-0279

## **ACCOUNT AGREEMENT**

In this Agreement, the words "you," "your," "party," and "Owner" mean any and all persons or entities who sign this Account Agreement or a Membership Application or any other application in connection with the opening of any Account with Members Credit Union, any such person or entity who maintains an Account with us, any Joint Owner, and any other person or entity authorized to use or having access to any such Account. The words "we," "us," "our," and "Credit Union" mean Members Credit Union.

In this Agreement and in the Truth-in-Savings Account Disclosures and the Rate and Fee Schedules, the term "Savings Account" may be used to describe your Share Accounts with us, and the term "Checking Account" may be used to describe your Share Draft Accounts with us.

You authorize us to establish one or more Accounts for you and those on your behalf, as designated in any Application for Membership or in any other Account Application you may execute with us or provide to us (the "Application"), including but not limited to, Share Accounts, Checking Accounts, and Term Share Certificate Accounts. By opening or using any Account with us, you agree to be bound by the terms of this Agreement whether you are acting in your individual capacity, in a fiduciary capacity, or in your capacity as an officer, agent, or representative of any business entity or organization with regard to any such Account. You also acknowledge receipt of and agree to be bound by our Truth-in-Savings Account Disclosures and Rate and Fee Schedules, as amended from time to time, and to conform to our rules, regulations, bylaws, and policies now in effect and as amended or adopted hereafter. In case of any conflict between the terms of this Agreement and the Truth-In-Savings Disclosures, the terms appearing in the Truth-in-Savings Disclosures will control. The Truth-in-Savings Account Disclosures and Rate and Fee Schedules are incorporated into this Agreement. This Agreement is incorporated into and made a part of any application or other document that you execute in connection with the opening or the use of any Account. This Agreement supersedes any other Account Agreement you may have with us, and in the event of any conflict between the provisions of this Agreement and any other such Agreement, the terms and conditions set forth in this Agreement will control.

### **TRUTH-IN-SAVINGS DISCLOSURES**

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

### **ACCOUNT OWNERSHIP**

**1. Single Party Account.** Under this type of account ownership, the sole party to the Account owns the Account. If you open a Single Party Account, upon your death and without a Payable on Death (P.O.D.) designation, ownership of the Account passes as part of your estate under your Will or by intestacy.

**2. Joint or Multiple Party Account with Right of Survivorship.** If an Account is opened by two or more parties, or if one or more parties are added to a single party Account, the Account will be a Joint or 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. All funds deposited into that Account, including any earnings thereon, shall be owned by you jointly,

## **PRIVACY NOTICE AND DISCLOSURE**

MEMBERS CREDIT UNION, your member owned financial institution, is committed to providing you with competitive products and services to meet your financial needs and help you reach your goals. We are equally committed to protecting the privacy of our members. Under federal law, we are required to give you this privacy notice. It describes our credit union's privacy policy and practices concerning the personal information we collect and disclose about our members. It also includes information about the parties who receive personal and sometimes nonpublic information from us as we conduct the business of the credit union.

If after reading this notice you have questions,  
please contact us at:

817/641-4031

or write to:

MEMBERS CREDIT UNION  
827 N. MAIN  
CLEBURNE, TX 76033

### **INFORMATION WE COLLECT ABOUT YOU**

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications and other forms
- Information about your transactions with us
- Information we receive from a consumer reporting agency

We may disclose all of the information we collect, as described above, as permitted by law.

### **PARTIES WHO RECEIVE INFORMATION FROM US**

We may disclose nonpublic personal information about you to the following types of third parties:

- Financial Service Providers, such as insurance companies, Mortgage service companies, and securities broker-dealers
- Non-financial Companies, such as consumer reporting agencies, data processors, check/share draft printers, financial statement publishers, and plastic card processors

### **DISCLOSURE OF INFORMATION TO PARTIES THAT PROVIDE SERVICE TO US**

In order for us to conduct the business of the credit union, we may disclose all of the information we collect, as described above, to companies that perform marketing or other services on our behalf or to other financial institutions with whom we have joint marketing agreements so that we may provide members competitive products and services. We may also disclose nonpublic personal information about you under circumstances as permitted or required by law. These disclosures typically include information to process transactions on your behalf, conduct the operations of our credit union, follow your instructions as you authorize, or protect the security of our financial records.

with all others who sign the Application, with right of survivorship. On the death of one party to such Account, all sums in the Account on the date of the death vest in and belong to the surviving party or parties as his or her separate property and estate. Payment to any Owner shall be valid and discharge the Credit Union from any and all liability for such payments. The Credit Union may accept instructions from any Owner or act at the request of any Owner with regard to any such Account without the joinder of any other Owner. Each Owner authorizes the other Owners to act on his or her behalf with respect to the Account, and to indorse any instrument payable to him or her for deposit to any such Account. Any Owner may pledge all of the shares in the Account to secure any indebtedness owing to the Credit Union or may designate the Account to provide overdraft protection for any other Account, subject to Credit Union policies, without the joinder of any other Owner and without regard to his or her interest in the Account. In the event that any Account may be accessed by means of an Electronic Fund Transfers, including the use of an ATM Card issued in connection with the Account or any telephone or computer access program, each Owner grants to every other Owner actual authority to initiate any such transfer, to use any such ATM Card issued or to use any Personal Identification Number issued in connection with any such telephone or computer access program. The Credit Union makes no representation concerning the legal consequences or the effect of survivorship rights, including any consequences arising out of the community property laws of any state, and you agree to hold us harmless from any loss or liability in connection with any survivorship designation. You understand that you should consult applicable law or your attorney if you have any question regarding the validity, effectiveness, or fitness of a survivorship designation for any purpose.

A member opening a Joint or Multiple Party Account with Right of Survivorship may, without notice to any other Owner of such Account, and upon written notice to the Credit Union in such form as the Credit Union may require, remove any other Owner from any such Account, change the form of the Account, or stop or vary payment under the terms of the Account. Any such action by that member will terminate any interest that the removed Owner may have in such Account. The above notwithstanding, the Credit Union, at its option, may require that an Account be closed and a new Account opened in lieu of permitting a member to remove any other Owner, or the Credit Union may require the joinder and consent of any other Owner prior to acting upon any written notification or instruction to remove another Joint Owner from an Account.

**3. P.O.D. (Payable on Death) Account.** A P.O.D. Account is an account payable on request to one or more persons during their lifetimes and upon the death of the last of those persons, payable to one or more P.O.D. payees named in the Application or any Signature Card executed in connection with the Account. You agree that the persons named as P.O.D. payees, whether one or more, are designated as P.O.D. payees. During your lifetime, all funds paid into or deposited into the Account designated, including any earnings thereon, shall be owned by you and payment may be made upon your request or the request of any party to the Account. Upon your death (the death of the last of you to survive), each P.O.D. payee agrees that all such funds shall be owned by the P.O.D. payees surviving, with right of survivorship. At our option, payment may be made at the request of any named P.O.D. payee then living, and any payment made upon the request of any surviving P.O.D. payee discharges us from any and all liability to that P.O.D. payee and any remaining P.O.D. payees or their heirs, executors and personal representatives. You, your heirs, executors and personal representatives, agree to defend, indemnify and hold the Credit Union harmless from any claim asserted by any person or estate as a result of the payment of funds deposited in the

## **CHECK CASHING**

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

## **HOLDS ON OTHER FUNDS**

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

## **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 and the first \$5,000 from a deposit of US Treasury checks will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's certified, teller's, traveler's, federal, state and local government checks will be available on the same business 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 \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U. S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the first business day after the day of your deposit.

Funds from all other check deposits will be available no later than the fifth business day after the day of your deposit.

Account designated. You understand that a P.O.D. designation shall be ineffective with regard to an Account maintained as an Individual Retirement Account. You understand and agree, further, that a P.O.D. designation may be ineffective unless signed by all original parties to the Account. The Credit Union makes no representation concerning the legal consequences or effectiveness of any P.O.D. designation, and you understand that you should consult with your attorney if you have any question regarding the validity, effectiveness, or fitness of any such P.O.D. designation for any purpose.

**4. Trust Account.** At our option, we may issue shares or receive deposits in a revocable trust subject to such membership requirements as we may impose from time to time in keeping with applicable law. If you request that we open an Account in the name of a trust, you agree that we are authorized to release the funds in any such Account upon the signature of any Trustee. You agree that if we make payment to any Trustee or Successor Trustee, or at the direction of any one of the Trustees or Successor Trustees named, that payment shall be valid and shall discharge us from any liability for the sums paid. Any Trustee authorized to sign on any such Account shall be subject to the terms and conditions set forth in this Account Agreement and any other agreement governing any such Account. You agree that we shall have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations set forth in this Agreement and that we shall serve solely as a depository for the trust funds. You and any Trustee agree to save, indemnify, defend, and hold us harmless from any claim, demand, suit, or other charge by any person arising out of or resulting from the establishment, maintenance, and transaction of any business related to the trust and any Account established for the trust.

**5. Organization or Association Account.** At our option, we may open an Account, issue shares, and accept deposits by or in the name of an organization or association upon such terms and conditions, and upon such membership requirements, as we may establish from time to time. In the event that we permit the opening of such an Account, you agree to provide us with such documentation as we may require. You agree that we may rely upon the signature of any person authorized to transact business on behalf of any such organization or association and that any such authorization shall continue in effect until we receive and give written acknowledgment of the receipt of written revocation thereof. The Credit Union shall not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds on the part of any officer, director, employee, or agent of any such organization or association.

**6. Convenience Account.** If an Account is established as a Convenience Account, all sums on deposit in that Account are paid or delivered to the member establishing the Account or to any other party to the Account (hereinafter referred to as "co-signer") for the convenience of the member opening the Account. The making of a deposit in a Convenience Account does not affect title to the deposit. The member establishing the Convenience Account is not considered to have made a gift of one-half of the deposit or of any additions or accruals to the deposit to the co-signer. On the death of the member establishing the Account, the co-signer shall have no right of survivorship in the Account and ownership of the Account remains in the member. If an addition is made to the Account by any one other than the member establishing the Account, the additions and accruals to the addition are considered to have been made by the member. All deposits to a Convenience Account and additions and accruals to the deposits may be paid to the member establishing the Account or to the co-signer. The Credit Union is completely released from liability for a payment made from the Account before it receives notice in writing signed by the member not to make payment in accordance with the

## FUNDS AVAILABILITY POLICY DISCLOSURE

### **Your Ability to Withdraw Funds At Members Credit Union**

Our policy is to make funds from your deposit available to you on the same business day we receive your deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 p.m. on a business day we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 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.

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 problem involving your deposit.

If you have any questions, be sure and ask us.

### LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you on the same business day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$100 of your deposits 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 same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit.

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

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

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

terms of the Account. After receipt of the notice from that member, the Credit Union may require the member to approve any further payments from the Account. If the Credit Union makes payment of sums on deposit in a Convenience Account to the co-signer after the death of the member establishing the Account, and before the Credit Union has received written notice of that member's death, the Credit Union is completely released from liability for the payment. If the Credit Union makes payment to the personal representative of the deceased member's estate after the death of that member and before service on the Credit Union of a court order prohibiting payment, the Credit Union is released to the extent of the payment from liability to any person claiming a right to the funds. The receipt by the representative to whom payment is made is a complete release and discharge of the Credit Union.

**7. Uniform Transfers to Minors Account.** If you have indicated on your Membership Application, Account Authorization, or Signature Card that an Account is established under the Texas Uniform Transfers to Minors Act (TUTMA), the party signing any such Application, Authorization, or Signature Card shall be a custodian, and the Accounts will be established by such custodian under the Texas Uniform Transfers to Minors Act for the benefit of the minor named. A TUTMA Account is owned by the minor and amounts deposited into the Account constitute an irrevocable gift to that minor. The custodian named is the sole party entitled to access the Account for the minor's benefit. The Credit Union has no duty to (i) determine if the person designated or acting as custodian has been duly designated, (ii) determine if an act of the custodian is in accordance with or authorized by the Texas Uniform Transfers to Minors Act, (iii) question the validity or propriety of any instrument or any instructions executed or given by a person acting as a donor or custodian, or (iv) oversee the application by a custodian of money or other property paid or delivered to the custodian.

## CHECKS AND WITHDRAWALS

**1. Payment Authorization.** You authorize us to pay checks signed by you and charge the payments against the applicable Account. Only checks or other methods approved by us may be used to withdraw funds from your Account. You agree that it will be your responsibility to verify the accuracy of information appearing on any checks, deposit slips, or other forms, and you agree that we will not be liable for any printing errors on any such forms. All checks, withdrawal forms, deposit slips, and transfer instructions used in connection with any Account must be on forms, which we provide or otherwise expressly approve in writing. In the event that the applicable Account has sufficient funds on deposit to cover one or more, but not all of the checks or other withdrawal orders presented during any given business day, we may honor those items and allow those withdrawals in any order that we may choose in our sole discretion including withdrawal orders or checks payable to the Credit Union and dishonor or refuse any item or withdrawal order for which there are insufficient funds available thereafter. In making distributions upon the death or disability of any party, you agree that we may rely upon the form of the Account at the time of any such death or disability.

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

**3. Overdrafts and Overdraft Protection.** You agree to maintain funds in your Accounts at all times sufficient to pay any withdrawal order (whether oral, written or otherwise) or any item presented for

your Card is lost or stolen, follow the procedures set forth in these disclosures. Finally, compare your receipts against the Account statements you receive and notify us immediately if you suspect that an error or unauthorized transaction has occurred.

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

**14. VISA CHECK CARD CURRENCY CONVERSION.** If you effect a transaction with your VISA Check Card in a currency other than U. S. dollars, the rate of exchange between the transaction currency and the billing currency used for processing the transaction will be the wholesale market rate or the government mandated rate in effect one day prior to the transaction date, and increased by one percent, plus or minus an additional percentage that we may determine.

payment against the applicable Account. We are under no obligation to pay any order or item, (i) the amount of which exceeds the balance of the Account upon which the order was made or the item was drawn or (ii) which would exceed limitations imposed upon the applicable Account under our policies or procedures or under applicable law, including Federal Reserve Board Regulation D. In the event that we do pay any such order or item, we will not waive our right to dishonor any subsequent orders or items presented. If we do pay an order or item, the amount of which exceeds the balance in the Account upon which it is drawn or if any item deposited to your Account is subsequently returned and charged back to your Account creating an overdraft, you agree to pay us immediately the amount by which that Account is overdrawn together with any fees which we might assess. You also authorize us to deduct any overdraft from your next deposit, to withhold or to transfer amounts from any other Accounts to which you are a party in amounts sufficient to cover any overdraft, or to use any other collection remedy available to us at law. Bounce Free – Unless you have refused this service, you are eligible for our Bounce Free program if you are creditworthy, your Checking account has been open for at least 90 days, you are not a minor and you are not delinquent or not creditworthy. When you are eligible for Bounce Free, if you write a check or take any other action that causes your Checking account to become overdrawn, and no other means of overdraft protection is available, we may choose to pay the overdraft (up to \$500 for all overdrafts) rather than return the item to the payee. Consideration for coverage under this policy is automatic and no loan application is required. The decision to pay an overdraft under this policy is solely within our discretion and you should not rely on us to pay any overdraft at any time. If we do pay an overdraft, your account will be charged a fee as stated in our Fee Schedule as currently in effect. You will have no more than 15 days from the date of our payment to deposit funds or obtain an approved credit union loan to cover the overdraft. Overdrafts not paid within 15 days will be subject to collection as set forth in credit union policy. We shall terminate your Bounce Free privileges if you do not timely pay your overdrafts or if you are delinquent on any of your other obligations. By paying any one or more overdrafts, we do not agree to pay overdrafts in the future and we may discontinue paying overdrafts at any time without notice. After all overdraft protection is exhausted or is denied, if sufficient funds are not available for an item, then any such item presented will be returned to the payee due to insufficient funds and a charge will be made to your Account in such amounts as we may establish from time to time. Each party to any of your Accounts will be jointly and severally liable for overdrafts caused by any other party or parties to such Account. In the event that the Credit Union reasonably believes that your use of your Account or Accounts is abusive due to excessive checks drawn on insufficient funds, excessive activity, or otherwise, your Account may be closed.

**4. Signatures.** You authorize us to recognize any of the signatures set forth on the Application in the payment of funds or the transaction of any business for your Accounts. You authorize us to pay a check presented for payment even though the signature or signatures thereon do not correspond exactly with the signatures on the Application. We are not obligated to honor a check unless the signature or signatures do correspond exactly with the signatures on the Application. We may recognize facsimile signatures, signatures imprinted by mechanical devices, or any authentication, including orders to pay that are received electronically or telephonically. You agree to indemnify and hold us harmless from any losses resulting from our honoring an item which bears or purports to bear a facsimile signature resembling a facsimile signature on file with us, regardless by whom or by what means the actual or purported signature was affixed to the item. We may accept and pay drafts which are submitted by third

parties to whom you have voluntarily given or otherwise disclosed your Account number and any such payment is deemed authorized by you. You agree that we may act upon and rely upon documentation, correspondence, or other instructions with respect to your Accounts which we receive by way of electronic or facsimile transmission, including Account Agreements, Requests to Modify Accounts, Loan Agreements, and any other orders with respect to your Accounts, and you agree to such verification procedures as we may implement from time to time.

**5. Postdated, Incomplete, and Conditional Items.** You agree to hold us harmless from any and all loss and liability that we may incur due to our inadvertent payment of incomplete or postdated items, items indorsed “without recourse” or conditional items. You agree that we will not have any duty to discover or comply with postdated, incomplete or conditional items. You agree that we may disregard any information on any check or draft other than the amount of the item, the identity of the drawee bank, any magnetic encoded information, and the signature of the drawer, whether or not that information is consistent with any other information on the item. You agree that we may decline to accept, process or pay any item or order, which in our estimation is ambiguous or otherwise unclear in its terms. You also agree that, at our option, we may use our best efforts to resolve any such ambiguity and you agree to release and hold us harmless from any and all loss and liability which we may incur or which may arise in connection with our attempts to resolve any such ambiguity.

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

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

**b. Notification.** Under NACHA Rules we are not required to give you next day notice of the receipt of a wire transfer or ACH entry and we will not do so. However, we will notify you in your Account Statement.

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

**d. Identifying Account Numbers.** You agree that we can rely upon any identifying Account number given to us in connection with any ACH or wire transfer, even if the number identifies a person different than the named beneficiary or a financial institution different from the named financial institution. You agree that neither we nor any other institution involved in the transaction have a duty to determine whether the number given matches the intended beneficiary or the named financial institution.

**e. Interest Payable.** Any rate of interest that we might be obligated to pay to you as a matter of law for a delay or incorrect transfer arising out of our error will be the lower of the federal funds rate at the time

- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our Agreement with you.

**11. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.**

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

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

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

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days for the amount you think is in error (5 business days for VISA Check Card point-of-sale transaction), 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.

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

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

**12. ATM SAFETY PRECAUTIONS.** Exercise discretion when using an Automated Teller Machine or night deposit facility and observe basic safety precautions. Prepare for any ATM transactions before approaching the ATM or night deposit facility. Retain your receipts, and do not leave them at the ATM or night deposit facility. Treat your Card like cash. Do not lend your Card to anyone, and do not leave your Card or any other documents at the ATM or any night deposit facility. Keep your PIN secret and memorize it. Do not give anyone information regarding your Card or PIN over the telephone. When using a walk-up ATM, place your body in a position so that you will prevent others from observing your PIN when entered. When using a drive-up ATM, keep your car doors locked and the engine running. At any ATM or night deposit facility, keep a lookout for any suspicious activity near the facility and assure yourself that the facility and all approaches to the facility are well lit. Conceal cash received from an ATM to the best of your ability and count it after you have left the ATM. If anyone offers assistance while you are operating an ATM, do not accept it. If you have begun a transaction, consider canceling the transaction and leaving the ATM location. If

days, you can lose no more than \$50 if someone used your Card or PIN without your permission.

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

Also, if your statement shows transfers that you did not make, 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.

## 9. PREAUTHORIZED PAYMENTS.

**a. 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's how:

Call us or write us at the telephone number or address listed in Section 1 of these disclosures in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you a fee as disclosed in Section 3 of these disclosures for each stop payment order you request. In addition, if you notify us that your authorization is no longer valid, we may confirm that you have informed the payee that your authorization has been revoked and we may require a copy of your Revocation of Authorization as written confirmation, to be provided within 14 days of any oral notification. If we do not receive the required written confirmation within this time period, we may honor subsequent debits to the Account.

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

**c. Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments 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.

**10. CREDIT UNION LIABILITY.** If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance -

- If, through no fault of ours, you do not have enough money in your Account to make the transfer.
- If you have an overdraft protection line of credit and the transfer would go over your credit limit.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

of the correction or the dividend rate which we pay on the Account to or from which the funds transfer should have occurred.

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

**g. Cutoff Times.** Transfers, payment orders, and communications canceling or amending payment orders received after 1:00 p.m. on each weekday we are open which is not a holiday may be treated as having been received on the next banking day and processed accordingly. If you request that we send a wire transfer, the wire transfer may not be processed until the next business day following the business day of your request.

**h. General.** You agree that only our forms, methods, and procedures may be utilized. You also agree that in the event of an error, we may correct any such error without prior approval by you. Any authorization you make to initiate paperless debit or credit entries will remain in effect until we receive written notice from you that your authorization has been revoked, in a manner and in time to provide us with a reasonable opportunity to act on it.

**7. Stop Payment.** You may stop payment of items drawn on your Accounts. You agree to hold us harmless from any claim, loss, damage, or expense which we may suffer or incur, including attorney's fees, by virtue of our refusing payment of any item on which you have stopped payment, as well as for payment of any item after your stop payment order has expired. A stop payment order will be effective for six months and may be renewed upon a request made in writing to us. A stop payment order, a renewal of any such order, or a revocation of any such order shall not be effective unless it is delivered to us in writing to a member of our staff during regular business hours and until we have had a reasonable opportunity to act on it. In addition, we will not be liable for the payment of an item over a stop payment order if the order is received after 10:00 a.m. on the next banking day after the banking day on which we received the item. Due to limitations of our computer systems, we cannot intercept items subject to a stop payment order unless the precise amount, date, check number, name of payee, and any other information that we may reasonably require is provided. If that information is not provided exactly as it appears on the item, we will not be responsible if we are unable to stop payment. If the order is made orally, we have no obligation to honor it. If we do honor an oral stop payment order, it will only be binding for 24 hours after which it must be renewed in writing. Any stop payment order, renewal, or revocation will incur a charge as set forth in the Fee Schedule. You agree that we may honor a stop payment order, revocation, or renewal if made by the person who signed the check to be stopped or any other person who has signed the Application or is otherwise authorized to transact business relating to the Account. You agree that we will not be liable for any inadvertent payment of any item, notwithstanding a stop payment order, if we have used ordinary care and followed our usual practices in handling such an order. If an item is inadvertently paid over a valid stop payment order due to our failure to exercise ordinary care, we may be liable to you for any loss you suffer as a result. You agree, however, that it will be your responsibility to establish any such loss. You agree that we will never be liable for more than your actual loss and that we will not be liable for any consequential damages. If we do credit your Account after paying an item over a valid stop payment order, you agree to take whatever action we deem necessary to transfer to us all of your rights against the payee or holder of the item and to assist us if we

take legal action against the payee or any other person. You may not stop payment of certified, cashier's, or teller's checks issued by us at your request. You may not stop payment of transactions initiated through the use of an ATM card or similar device used at an ATM or point-of-sale terminal. For information concerning your right to stop payment of preauthorized electronic fund transfers, please refer to your Electronic Fund Transfers Disclosures.

**8. Credit Union Liability.** Except for losses caused by our failure to exercise ordinary care or our failure to act in good faith, you agree that we will not be liable for any action or inaction regarding the payment or non-payment of items, collection of items, other withdrawals, or transfer of funds in satisfaction of overdrafts.

## **DEPOSIT OF ITEMS**

**1. Handling of Items.** We act only as a collecting agent for any items deposited. Any deposit that we accept shall be provisional and will be subject to subsequent payment verification. We are not responsible for any deposit or other transaction initiated by mail until the item or order is actually received. We will not be responsible for any deposit or other transaction made through the use of our night depository or any other unattended facility until the items or orders are actually removed from the depository or facility by our personnel. We will not be responsible for any deposit or other transaction during the course of delivery to us by any courier or other third party until the items or orders are actually received by our personnel. We have the right to indorse all checks payable to you for deposit into your Account. We will not be liable for the negligence of any correspondent bank or institution nor for any loss incurred in transit when items are forwarded to correspondents. We will not be liable for any delay as a result of any interruption of communication facilities or any other circumstances beyond our control. You agree to bear the risk of any change in the exchange rate with respect to any items which may be payable in foreign currency. You agree that we may charge back any item before payment, without notice, whether the item has been returned or not. You agree that, if a check that has been deposited to your Account or cashed by you at the Credit Union is subsequently returned based upon a breach or an alleged breach of any transfer warranty, presentment warranty, or otherwise, the Credit Union may charge back the amount of any such item to your Account at any time without notice. You agree that we may resubmit an item that has been returned to us for payment, and you waive notice that an item has been dishonored or charged back against your Account. You also agree that, if we are charged a fee by any other institution in connection with any of your Accounts, that fee expense may be charged to your Account.

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

**3. Right to Refuse Deposit.** If you request that we accept a check for a deposit that has already been deposited at a financial institution but returned, we are under no obligation to accept that check for deposit. If we do, however, you agree to hold us harmless from any loss or liability, including consequential damages, attorney fees, and expenses that may arise because of our acceptance of the item.

your ATM Card or VISA Check Card. This will be deducted from your checking account at the time of processing. For savings accounts withdrawals, the charges will be totaled and deducted at the end of each month.

- If you do not have a Checking Account with us, there is a \$3.00 charge per month to access your Savings Account with an ATM Card.
- We will charge you an \$20 fee for each stop payment request you make in connection with a preauthorized payment.

**4. NON-PROPRIETARY AND OUT-OF-NETWORK ATM FEES.** When you use an ATM not owned or operated by us, you may be charged an additional fee by the ATM operator or any network used, and you may be charged an additional fee for a balance inquiry even if you do not complete a fund transfer.

**5. BUSINESS DAYS.** Our business days are Monday through Friday except for federal holidays.

## **6. DOCUMENTATION.**

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

**b. Direct Deposit.** If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money or you can call us at (817) 641-4031 during our regular business hours to find out whether or not the deposit has been made.

**c. Periodic Statements.** You will receive a monthly Account Statement from us for your Checking Accounts. You will receive a monthly Account Statement from us for your Savings Accounts unless there are no transfers in a particular month. In any event, you will receive an Account Statement for your Savings Accounts at least quarterly.

**7. CONFIDENTIALITY.** We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us your written permission.

**8. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS AND ADVISABILITY OF PROMPT REPORTING.** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. 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).

**a. For Point-of-Sale Transactions Using Your VISA Check Card:** If you believe your Card or PIN has been lost or stolen, you will not be liable once you notify us that someone may or has used your Card or PIN without your permission. The foregoing liability limitation does not apply if you are grossly negligent or fraudulent in the handling of your Account or your Card. In those cases, your liability will be determined under the standards set forth below for all other transactions.

**b. For All Other Transactions:** If you tell us within two business

## 2. TRANSFER TYPES AND LIMITATIONS.

**a. Direct Deposits.** You may make arrangements for certain direct deposits of your payroll or other recurring types of deposits to be accepted into your Checking or Savings Accounts.

**b. Preauthorized Withdrawals.** You may make arrangements to pay certain recurring bills from your Checking or Savings Accounts.

**c. ATM Card Transactions.** You may access your Accounts through an automated teller machine ("ATM") or point-of-sale terminal using your ATM Card and PIN to:

- Withdraw cash from your Checking and Savings Accounts
- Transfer funds between your Checking and Savings Accounts
- Transfer funds from your line of credit to your Checking and Savings Accounts
- Make payment on your loans from your Checking and Savings Accounts
- Request balance information regarding your Checking and Savings Accounts
- Make purchases from your Checking and Savings Accounts at point-of-sale terminals where the Card is accepted

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

**d. VISA Check Card Transactions.** You may access your Checking and Savings Accounts through an ATM or point of sale terminal using your VISA Check Card and PIN to:

- Pay for goods and services at places that have agreed to accept the Card
- Perform all of the transactions set forth above for ATM Card Transactions

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

**e. Other Transfers.** If you pay for something by check and the merchant permits, you may authorize the merchant to convert your check to an electronic fund transfer. You may also authorize a merchant to electronically debit your Checking Account for returned check fees. You are deemed to have authorized these transfers if you sign an authorization or engage in the transaction after receiving notice that the transfer will be treated as an electronic fund transfer.

### LIMITATIONS ON ATM CARD AND VISA CHECK CARD TRANSFERS

You may withdraw no more than a total of \$510 per day at an ATM and \$1,500 per day in VISA Check Card point-of-sale transactions from your Checking and Savings Accounts. The maximum combined amount for both types of transactions is \$1500 per day.

If MCU's processing system is off-line at the time of the transaction, the limits are reduced to \$110 for an ATM withdrawal and \$110 for VISA Check Card point-of-sale transactions. The maximum combined amount for both types of transactions is \$110 per day.

## 3. FEES.

- There is a \$1.00 charge for each ATM withdrawal you make using

In any event, in our discretion, we may refuse any deposit, limit the amount which may be deposited, accept all or part of any deposit, return all or part of any deposit, or close the Account subject to applicable regulations.

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

## GENERAL PROVISIONS

**1. Taxpayer Identification Number and Backup Withholding.** The Internal Revenue Service (IRS) requires most recipients of dividend, interest, or other payments to give taxpayer identification numbers to credit unions and other payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes. Credit unions and other payers must be given the numbers whether or not recipients are required to file tax returns. Under IRS rules, credit unions and other payers must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not furnish a taxpayer identification number. Certain penalties may also apply. In the event that (i) you have been notified by the IRS that you are subject to backup withholding due to payee under reporting and you have not received a notice from the IRS that the backup withholding has been terminated or (ii) you provide us with an incorrect taxpayer identification number, the Credit Union is required to withhold payment, in part, of dividends or interest owing to you in amounts determined by the IRS and to pay interest or dividends withheld to the IRS.

**2. Document Imaging.** You acknowledge and agree that the Credit Union, at its option, may choose to create and retain electronic copies of your original Account records and any other records and thereafter dispose of the originals. You further agree that electronically scanned or stored images of your Account records will have the same effect as the original records for any purpose, including admissibility in evidence as original records before any court or administrative agency.

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

**4. Account Statements.** You are responsible for promptly examining each Account Statement. Any objection that you may have respecting any unauthorized withdrawal, any payment order, or any item or deposit (except electronic fund transfers) shown on or missing from a statement will be waived unless made in writing to us, and received on or before the 30th day following the date the statement is mailed, subject to applicable law. You agree that we will not be liable for any unauthorized withdrawal, any payment order, any forged, unauthorized, or altered item drawn on or deposited to your Account, any item with missing signatures or indorsements, any missing or diverted deposit, or any other error or discrepancy if you fail to notify us within that 30-day period, nor will we be liable for any forged or altered item if the forgery or alteration is not readily ascertainable upon inspection. You agree that no legal action may

## ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURES

### AGREEMENT

or will be instituted by you against us seeking the recovery of any alleged loss as a result of the payment of a forged, unauthorized, or altered item, or as a result of any missing or diverted deposit, or due to any other error or discrepancy unless you have provided us with such notice within the period prescribed above and any such legal action shall have been instituted within two years after the date that the statement containing any such error was mailed or otherwise made available to you. Please refer to your Electronic Fund Transfers Disclosures to determine your rights and obligations in the event of unauthorized electronic fund transfers or other errors in connection with such transfers.

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

You will receive an Account statement monthly for your Checking Accounts. You will receive an Account statement at least quarterly for your Savings Accounts. It is your responsibility to ensure that your statements are received, and you agree that we will not be responsible for the loss or theft of your statements. You agree to notify us immediately if you fail to receive a statement for your Checking Accounts monthly or a statement for your Savings Accounts at least quarterly. It is important that you make note of the time that you regularly receive your statement, and you agree to notify us immediately, and in every event within ten days of that time, if you fail to receive your statement.

You acknowledge that we employ an automated collection procedure in order to more efficiently handle the high volume of items we process. For that reason, our procedures generally do not include sight-review of items. You acknowledge and agree that reasonable commercial standards do not require us to sight-review any check presented and that any failure to sight-review shall not constitute a lack of ordinary care in the payment of any item.

**5. Illegal Transactions.** You agree that you will not cause or allow your Accounts to be used in any manner or for any transaction that we believe poses an undue risk of illegality and we may decline to accept any such use or transaction. You further agree to waive any right to take legal action against the Credit Union for your illegal use of your Account and to indemnify and hold the Credit Union harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

**6. Legal Process.** You agree that we may debit your Account for charges and costs, including attorney's fees, in connection with negotiations, responses, appearances, and the production of statements, items, or other documents pursuant to subpoenas, court orders, levies, garnishments, or other instruments of legal process to the extent not otherwise prohibited by law. You agree that any levy, attachment, or garnishment against your Account will be subject to our contractual lien set forth below, and you authorize us to exercise those liens whether or not any outstanding obligation is in default, subject to applicable law.

**7. Contractual Lien.** In addition to any lien we have as a matter of law, you grant us a contractual lien on any and all funds deposited or maintained in any Account in which you have an interest to the extent of any loans made to you and any other obligation of yours which you owe to us, which lien secures repayment of any such loan or obligation

**1. General.** The terms, conditions, and disclosures which appear below generally apply to all of our Electronic Fund Transfer Services ("Services"), unless we reference a specific service in connection with any disclosure. Additional disclosures may be furnished to you at the time you arrange for any of these Services with us. In this Agreement and these Disclosures, the words "you," "your," and "party" refer to any person to whom a Members Credit Union ATM Card or VISA® Check Card (collectively, the "Card") is issued, any person to whom a Personal Identification Number ("PIN") is issued in connection with any such Card or Service, any person authorized to use or given access to any such Card or PIN, and any owner on any Credit Union Account which may be accessed by the Card, the PIN, or any other electronic funds transfer. The words "we," "us," "our," and "Credit Union" refer to Members Credit Union. If a Card is issued to you or if you arrange for a Service, you agree that the use of any such Card or Service will be governed by the terms of your Account Agreement, this Agreement, and any additional terms, conditions or disclosures provided to you when a Card is issued or a Service is provided.

**2. Overdrafts.** You agree that your use of the Card and Personal Identification Number ("PIN") shall be subject to the Overdraft and Overdraft Protection provisions set forth in the Account Agreement.

**3. Card Security.** You agree to keep your Card and PIN in a place of safekeeping, to refrain from disclosing your PIN to any third party, and to refrain from writing your PIN on your Card. You agree that the use of the Card or PIN by you, any other applicant, any party to any of your Accounts which may be accessed by the Card, anyone you permit or authorize to use your Card or PIN, and anyone to whom you disclose your PIN or give access to your Card or PIN shall be deemed an authorized use for which you shall be liable. You will be responsible for reporting the loss or theft of your Card or PIN to us as soon as possible after the loss or theft.

**4. Stop Payment.** Unless otherwise provided in any Agreement or Disclosure you receive when you arrange for a Service, you acknowledge and agree that you may not stop payment of any transaction initiated through use of a Card or a PIN.

**5. Surrender, Cancellation and Amendment.** You agree to surrender the Card to us upon demand. You agree, further, that the Card shall at all times remain our property and that we may cancel this Agreement at any time, subject to such notification as may be required by applicable law. You agree that we may amend this Agreement and these Disclosures, from time to time, subject to such notification as may be required by applicable law.

### DISCLOSURES

**1. CONTACT IN EVENT OF UNAUTHORIZED TRANSFER.** If you believe your CARD or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call or write to us at:

Members Credit Union  
827 N. Main Street  
Cleburne, TX 76033  
(817) 641-4031 or Metro (817) 558-0226

## TRUTH-IN-SAVINGS FEE SCHEDULE

Product	Fee
Membership Fee	\$10.00
Share Savings	
If average daily balances of shares & loans are less than \$100 during quarter (under 18 years old excluded)	\$5.00/qtr.
*More than 6 withdrawals per quarter	\$1.50 ea.
RealRate Money Market	
Average Daily Balance \$2,500.00 & above	\$0.00
Average Daily Balance \$2,499.99 & below	\$10.00/qtr.
*More than 6 withdrawals per quarter	\$10.00 ea.
Special Savings	
If balance falls below \$500	\$10.00/qtr.
*More than 6 withdrawals per quarter	\$10.00 ea.
RealAdvantage Checking	
Average Daily Balance \$700.00 & above	\$0.00
Average Daily Balance \$699.99 & below	\$6.00/mo.
RealPremier Checking	
Average Daily Balance \$1,500.00 & above	\$0.00
Average Daily Balance \$1,499.99 & below	\$10.00/mo.
Research / Account Reconciliation	\$20.00/hr.
Insufficient Funds Check / ACH	\$30.00 ea.
Bounce Free Overdraft Coverage	\$25.00 ea.
Stop Payment	\$20.00 ea. or series
Telephone Inquiry Fee (No charge for Advantage & Premier Checking)	\$2.00 ea.
Interim Statement	\$2.00 ea. or series
Overdraft Protection Transfer	\$2.00 ea.
Temporary Checks	\$5.00 for 12
Copy of Statement (Microfiche)	\$2.00 per pg.
Third Party Return Item	\$5.00 ea.
Member Return Item	\$20.00 ea.
Teller Checks (Third Party)	\$5.00 ea.
Money Orders (50¢ for Advantage & Premier Checking)	\$2.00 ea.
Travelers Checks (No Charge for Advantage & Premier Checking)	1% of purchase
Outgoing Wire Transfers	\$15.00 ea.
Incoming Wire Transfers	\$7.00 ea.
Safe Deposit Boxes	3 X 5 \$15.00/yr.
(25% Discount with Premier & Advantage Checking)	3 X 10 \$25.00/yr.
	5 X 10 \$30.00/yr.
	10 X 10 \$60.00/yr.
Collection Items	\$10.00 ea.
Check Cashing Fee Savings Account only with less than \$100.00 Balance	\$5.00
ATM Fees (No charge at MCU ATMs)	
Share Accounts	\$3.00/mo. & \$1.00/trans.
Checking Accounts	\$1.00/trans.
Club Account Closed Before Maturity	\$10.00 ea.
ATM/Debit Card Replacement	\$5.00 ea.
Check Copies (No charge for viewing in NetBranch)	\$2.00 ea.
Address Change From Post Office	\$2.00 ea.
IRS Levy Processing	\$20.00 ea.
Realtime Bill Pay Service (Free with Premier Checking)	\$5.95/mo.
Deposit Verification	\$10.00 ea.
Account Closure (Assessed when any Savings, Checking or Money Market Account is Closed within 1 Year of Open Date)	\$10.00
Official Check	\$5.00
QuikPay Origination*	\$10.00 ea.
QuikPay Change	\$2.00 ea.

\*Excludes Loan Payment Transfers

to the extent not prohibited under the federal Truth-in-Lending Act. You are not giving a security interest in any shares or deposits in an IRA, SEP, Keogh, or any other Account, which, if pledged, would result in the loss of special tax treatment under the Internal Revenue Code. You agree that, if any such Account is a Joint or Multiple Party Account, the entire amount in such Account shall be subject to our lien and shall secure the indebtedness of each party to the Account owing to us. You agree that we may exercise our lien and apply the entire amount in any such Account against the indebtedness of any Owner owing to us notwithstanding the interest of any other Owner in the Account, and without notice. You agree to pay us for expenses and costs, including attorney's fees, which we may incur in enforcing our right to exercise our lien against the indebtedness of any one or more parties and you agree that we will not be liable for dishonoring checks or other items where the exercise of our lien or any right of offset which may exist results in there being insufficient funds in the Account to honor such items. If we cash a check for you and any such check is subsequently returned unpaid for any reason, you agree that we may charge the amount of the item against your Account. If we elect not to enforce our lien at any time, we do not waive our right to enforce that lien on subsequent occasions. The lien secures all direct and indirect indebtedness which you may owe to us whether as a borrower, co-maker, guarantor, or otherwise. You agree that, with regard to any indebtedness owing to us secured by your principal residence, our lien shall not be construed so as to diminish or forfeit any lien or indebtedness secured by such residence, nor permit the modification of any claim we may have under 11 U.S.C. § 1322(b)(2), and to the extent that this lien may be or is so construed, it is hereby waived and shall be void.

**8. Dispute Resolution.** If we suspect that fraudulent misconduct is or has taken place with respect to any Account, or if we are notified that a party to an Account has died or is incompetent to manage his or her affairs, or if we have been notified that a dispute exists between or among parties to the Account or third parties with regard to their respective interests in the Account, or if there are competing claims to funds on deposit, or if we are in doubt concerning the respective interests of any parties to an Account, we may restrict withdrawals from the Account until we are satisfied that any obligation we may have at law or under this agreement has been met, or until any such dispute, doubt, suspected fraudulent misconduct, or probate matter has been resolved by a court of competent jurisdiction or by written settlement agreement entered into by all parties to the Account and any third party making claim to funds in any such Account. You agree that we may recover any attorney's fees or costs expended in connection with the foregoing, which fees will be payable by you directly or out of the Account made the subject of any such doubt, dispute, misconduct or probate proceeding or out of any other Account in which you have an interest. You agree that the Credit Union may impose withdrawal limitations on any of your Accounts at any time, including your ability to access your Accounts electronically or otherwise, if you are delinquent under any obligation you owe to the Credit Union.

**9. Power of Attorney.** You agree that we shall be under no obligation to recognize and honor any power of attorney that authorizes someone to deal with your Account on your behalf.

**10. Withdrawal of Services.** In the event that any Credit Union member causes a loss to the Credit Union or makes known his or her intention to cause a loss to the Credit Union, whether by way of loan default, Account overdraft, or otherwise, or in the event that any Credit Union member has been abusive in the conduct of his or her affairs with the Credit Union, it is the policy of the Credit Union to withdraw member services otherwise extended to that member, including but

not limited to, the right to maintain Accounts (excepting a primary Savings Account) and the availability of electronic fund transfers services, including preauthorized transfers, telephone and computer access services, and debit card and ATM card services. Your credit union membership may be terminated if you cause us a loss.

**11. Closing the Account.** Any party to an Account may close the Account at any time. Your right to close an Account is subject to any statutory or contractual lien existing in the Credit Union's favor and any legal process levied against any such Account. The Credit Union may close an Account at any time and disburse funds on deposit in any such Account to the Owners of the Account or in satisfaction of any obligation owing to us, in any manner it deems appropriate, if (i) any of the events set forth in the preceding paragraphs 8 or 10 should arise, (ii) the Credit Union believes it may suffer a loss if the Account is not closed or we believe that the volume of Account activity exceeds that which we can reasonably and safely process, (iii) the Credit Union determines that any party to the Account or party claiming an interest in the Account has been abusive in the use of the Account or in the conduct of his or her affairs with the Credit Union, or (iv) there has been a change in Account ownership or a change with regard to the persons authorized to sign on the Account. Further, in the event that any Credit Union member has been abusive in the conduct of his or her affairs with the Credit Union, the Credit Union may impose sanctions against that member, including but not limited to, the denial of Credit Union services, denial of specific services which involve personal contact with Credit Union employees, denial of access to Credit Union facilities, a recommendation of expulsion from Credit Union membership, or any other action deemed necessary under the circumstances which is not expressly precluded by the Texas Credit Union Act, the Credit Union's bylaws, or any other applicable authority.

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

**13. Attorney's Fees.** In addition to any other rights we may have at law or under this Agreement to recover fees and costs, we shall be entitled to recover reasonable attorney's fees and costs expended in connection with the enforcement of this Agreement and the defense of any rights we may have under this Agreement, and you authorize the Credit Union to deduct any such costs or expenses from your Account without prior notice to you.

telephonic order or instruction. No more than three (3) of the six (6) withdrawals or transfers can be made by check, draft, debit card, if applicable, or similar order made by you and payable to third parties. If you exceed the transfer limitations set forth above in any statement period, your Account will be subject to closure by the Credit Union and/or withdrawal fee.

- (b) For your RealRate Savings and RealRate Special Savings Accounts, the Credit Union reserves the right to require at least seven (7) days' and up to sixty (60) days' notice prior to withdrawal or transfer of funds.
- (c) Your Christmas Club Account will be paid to you by transferring funds to another Account of yours on or after the date on which dividends are credited to your Account as set forth above. If you withdraw any of the balance of your Club Account prior to that date, your Account will be subject to a service fee set forth in the Rate Schedule. You may make withdrawals from your Club Account during the first six (6) days after the Account is opened without penalty.
- (d) Your IRA Share Account may be subject to penalties for early withdrawal imposed by the Internal Revenue Service. Please refer to your IRA Accumulation Account Agreements with us.

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

**Share Certificates – Additional Disclosures:**

- (a) **Transaction Limitations.** After your RealRate Certificate Account is opened, you may not make deposits into the Account until the maturity date stated on the Certificate. Your RealRate Certificates are non-transferable except for use as collateral on a loan, which you obtain from us.
- (b) **Penalties for Early Withdrawal.** We may impose a penalty if you withdraw any of the principal in your Account before the maturity date. The penalty will equal 180 days of dividends for Certificates with a term of one (1) year or less; 365 days of dividends for Certificates with a term of more than one (1) year but not more than three (3) years; and 730 days of dividends for Certificates with a term more than three (3) years. To the extent that dividends in the Account at the time of withdrawal are insufficient to pay the entire penalty assessed, the penalty will be assessed against principal. If a withdrawal or any withdrawal penalty imposed reduces the balance below the disclosed minimum opening balance, the Account will be closed.
- (c) **Renewal Policies.** Your RealRate Certificate will automatically renew at maturity. Dividends paid and not withdrawn will become part of the principal balance upon renewal. You will have a grace period of ten (10) calendar days after the maturity date to withdraw the funds in the Account without being charged an early withdrawal penalty. You may prevent your Certificate from renewing by notifying us in writing prior to maturity and instructing us not to renew the Certificate. We may prevent the Certificate from renewing if we mail notice to you at least thirty (30) days before maturity. If the Certificate is not renewed, the funds will be deposited into your RealRate Savings or RealPremier Account.

**Par Value of Shares.** The par value of a regular share in the Credit Union is \$20.00.

**National Credit Union Share Insurance Fund.** Member Accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

## **TRUTH-IN-SAVINGS DISCLOSURES**

**Rate Information.** The dividend rate and APY on your Credit Union Savings Accounts, Club Accounts, all Checking Accounts and IRA Accumulation Accounts may change at any time as determined by the Credit Union Board of Directors. The dividend rate and APY disclosed reflect the prospective dividend which the Credit Union anticipates will be paid for the current dividend period.

### **Compounding and Crediting:**

- (a) **RealRate Savings, Dollar Dog and IRA Accumulation Accounts.** Dividends on all RealRate Savings, Dollar Dog, and IRA Accumulation Accounts will be compounded and credited each calendar quarterly. The dividend period is quarterly and begins on the first calendar quarter and ends on the last day of the calendar quarter. The dividend declaration date follows the ending date of the dividend period.
- (b) **RealAdvantage Checking, RealPremier Checking and RealRate Money Market.** Dividends on your Advantage Checking and Premier Checking Accounts will be compounded monthly and credited monthly. The dividend period is monthly and begins on the first day of the month and ends on the last day of the month. The dividend declaration date follows the ending date of the dividend period.
- (c) **Christmas Club Accounts.** Dividends on your Club Accounts will not be compounded and will be credited annually ending each September 30.
- (d) **RealRate Certificate Accounts.** Dividends on your RealRate Certificate Accounts will be compounded monthly and credited monthly. The dividend period is monthly and begins on the first day of the month and ends on the last day of the month. The dividend declaration date follows the ending date of the dividend period.

**Effect of Closing.** For all Accounts, if you close your Account before dividends are paid, you will not receive the accrued dividend.

### **Balance Computation Method:**

- (a) For your RealRate Savings, RealRateSpecial Savings, IRA Accumulation and Club Accounts, dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the Account for the period. The average daily balance is calculated by adding the balance in the Account for each of the period and dividing that figure by the number of days in the period.
- (b) For your RealRate Money Market, RealAdvantage Checking and RealPremier Checking, dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the Account each day.
- (c) For your RealRate Certificates Accounts, 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.** For all Accounts, dividends will begin to accrue on the business day you deposit cash and non-cash items (such as checks) to your Account.

### **Transaction Limitations:**

- (a) To the extent that we allow such transactions, during any statement period you may not make more than six (6) withdrawals or transfers per quarter from your RealRate Savings, Dollar Dog Kids Club, RealRat Money Market or RealRate Special Savings Accounts to another Credit Union Account of yours or to a third party by means of a pre-authorized or automatic transfer (including transfers by way of overdraft protection) or

**14. Amendment.** You agree that we may amend this Agreement, the Truth-in-Savings Account Disclosures, the Rate and Fee Schedules, and any notice, agreement or policy made a part of this Agreement, from time to time in our sole discretion, subject to applicable law.

**15. Severability.** If any provision of this Agreement shall be declared invalid, unenforceable, or illegal, that part will not affect the validity, enforceability, or legality of any other provision.

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

**17. Credit Reports.** You agree and authorize us to check your credit and employment history and to request and use credit reports when considering any application to open an Account or any application for related financial services.

**18. Governing Law.** This Agreement shall be governed by the Texas Credit Union Act, the Texas Credit Union Department Rules, the Credit Union's bylaws, and, solely to the extent not preempted by federal law, the laws of the State of Texas. You acquiesce and submit to personal jurisdiction in the State of Texas. Venue is proper in Johnson County, Texas.

## TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES

The rates and fees contained in this Schedule are accurate as of \_\_\_\_\_ and are subject to change without notice. For current information, call the Credit Union at (817) 641-4031. This Rate and Fee Schedule for all accounts sets forth certain conditions, rates, fees and charges applicable to your accounts at Members Credit Union, and is incorporated as part of your Account Agreement with us.

### TRUTH-IN-SAVINGS RATE SCHEDULE

Account	Dividend Rate	Annual Percentage Yield (APY)	Minimum Balance Requirements
<input type="checkbox"/> RealRate Savings		1	
<input type="checkbox"/> \$0.00 - \$9,999.99	_____ %	_____ %	Payroll deduction or direct deposit or \$20.00 to open; \$250.00 average daily balance to earn dividends.
<input type="checkbox"/> \$10,000.00 - \$24,999.99	_____ %	_____ %	
<input type="checkbox"/> >\$25,000.00 & Over	_____ %	_____ %	
<input type="checkbox"/> RealRate Money Market	ON ENTIRE % BALANCE	_____ %	
<input type="checkbox"/> \$0.00 - \$2,499.99	ON ENTIRE % BALANCE	_____ %	Payroll deduction or direct deposit or \$2,500.00 to open. Dividend category is determined by average daily balance. If, during any quarter, your RealRate Money Market Account daily balance falls below \$2,500.00, you will be charged a service fee as set forth in the Rate Schedule.
<input type="checkbox"/> \$2,500.00 - \$9,999.99	ON ENTIRE % BALANCE	_____ %	
<input type="checkbox"/> \$10,000.00 - \$49,999.99	ON ENTIRE % BALANCE	_____ %	
<input type="checkbox"/> \$50,000.00 - & Over	ON ENTIRE % BALANCE	_____ %	
<input type="checkbox"/> RealRate Special Savings	_____ %	_____ % 1	Payroll deduction or direct deposit or \$500.00 to open; \$500.00 average daily balance to earn dividends.
<input type="checkbox"/> Christmas Club Accounts	_____ %	_____ % 1	Payroll deduction or direct deposit or \$25.00 to open; \$20.00 average daily balance to earn dividends.
<input type="checkbox"/> Dollar Dog Kids Club	_____ %	_____ %	Minimum \$5.00 to open; \$.01 average daily balance to earn dividends.
<input type="checkbox"/> IRA Accumulation	_____ %	_____ %	Payroll deduction or direct deposit or \$20.00 to open; \$.01 average daily balance to earn dividends.
<input type="checkbox"/> RealFree Checking	This is a <b>Non-Dividend Bearing Account</b>	This is a <b>Non-Dividend Bearing Account</b>	Payroll deduction or direct deposit or \$25.00 to open.
<input type="checkbox"/> RealAdvantage Checking	_____ %	_____ % 2	Payroll deduction or direct deposit or \$100.00 to open; \$500.00 average daily balance to earn dividends; \$700.00 daily balance to avoid service fee.
<input type="checkbox"/> RealPremier Checking	_____ %	_____ % 2	Payroll deduction or direct deposit or \$1,500.00 to open; \$1,500.00 daily balance to earn dividends; \$1,500.00 average daily balance to avoid service fee. No charge for checks.

<sup>1</sup> You must maintain the disclosed minimum average daily balance in your Account during the dividend period for that Account to obtain the disclosed Annual Percentage Yield.

<sup>2</sup> You must maintain the disclosed minimum average daily balance in your Account each day to obtain the disclosed Annual Percentage Yield.

**FOR NEW ACCOUNTS MARK (X) ON THE LINE APPEARING IMMEDIATELY TO THE LEFT OF THE APPLICABLE ACCOUNT(S) BEING OPENED.**

### TRUTH-IN-SAVINGS RATE SCHEDULE

Account	The Maturity Date of this Certificate is	Dividend Rate	Annual Percentage Yield (APY)	Minimum Balance Requirements
<input type="checkbox"/> Share Certificate				
	_____ Months	_____ %	_____ %	\$1,000.00 to open
	_____ Months	_____ %	_____ %	
	_____ Months	_____ %	_____ %	\$ _____ to avoid closure.
	_____ Months	_____ %	_____ %	
<input type="checkbox"/> IRA Share Certificate				
	_____ Months	_____ %	_____ %	\$1,000.00 to open
	_____ Months	_____ %	_____ %	
	_____ Months	_____ %	_____ %	\$ _____ to avoid closure.
	_____ Months	_____ %	_____ %	

**FOR SHARE CERTIFICATE(S) MARK (X) ON THE LINE APPEARING IMMEDIATELY TO THE LEFT OF THE APPLICABLE SHARE CERTIFICATE OR IRA SHARE CERTIFICATE BEING OPENED.**