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BUSINESS MEMBERSHIP
&
ACCOUNT AGREEMENT

CREDIT UNION OF TEXAS
BUSINESS MEMBERSHIP & ACCOUNT AGREEMENT

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BUSINESS MEMBERSHIP & ACCOUNT AGREEMENT

This Business Membership and Account Agreement ("Agreement") covers the rights and responsibilities concerning accounts held by a business or organization account owner ("Account Owner") and the credit union providing this agreement ("Credit Union"). In this Agreement, the words "you," "your" and "yours" mean the Account Owner as well as each person signing a Business Account Card or other account opening document ("Account Card") or for which membership and/or service requests are otherwise approved; 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 words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

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 beneficial owner of a legal entity and each sole proprietor that opens an account.

What this means for you: When you open an account, we will ask for certain information about each beneficial owner of a legal entity and each sole proprietor, including their name, address, date of birth, if applicable, applicable identification number, and other information that will allow us to verify each beneficial owner. We may also ask to see driver's licenses or other identifying documents to verify the identity of each beneficial owner. If you are obligated to identify and/or certify beneficial owners at account opening, you are responsible for notifying us of any subsequent change in identified and/or certified beneficial owners as soon as practicable in a form and manner acceptable to us.

1. **CONTRACT.** Your account with the Credit Union is held in the name of the Account Owner. By signing an Account Card or authenticating your request, or by adding, changing or continuing to use your accounts and services, you agree to the terms and conditions in this Agreement, the Account Card, any Funds Availability Policy Disclosure, business account rate sheet, business account fee schedule, or other disclosure we provide to you, the Credit Union's Bylaws (Bylaws), Credit Union policies, and any amendments we make to these documents from time to time, all of which collectively govern your membership, accounts and services. You also agree that your accounts and services are governed by applicable present and future federal and state laws, local banking customs, and clearinghouse rules.
2. **AVAILABILITY**. We offer a wide range of accounts, all designed to meet your financial goals. From time to time, we may create new types of accounts to serve your changing needs. Also, as our products and services change, we may discontinue certain accounts, and we reserve the right not to offer certain accounts without notice at any time. Discontinued products may not be reflected in our most current disclosures. Only those terms of this Agreement that relate to the type of account you have opened shall apply.
3. **MEMBERSHIP ELIGIBILITY.** To join the Credit Union, the Account Owner must meet the membership requirements, including, as applicable, purchasing and maintaining a minimum share balance (hereinafter, "membership share") and/or paying a membership fee, as set forth in the Credit Union's Bylaws or established from time to time by the Credit Union's Board of Directors. You authorize us to check your account, credit history, and obtain reports from third parties, including credit reporting agencies, as necessary to verify your eligibility for the accounts and services you request and for other accounts, products, or services we may offer you or for which you may qualify.
4. **ACCOUNT ACCESS**
   a. **Authorized Persons.** The following are deemed "Authorized Persons" who may establish and close accounts at the Credit Union and act on behalf of the Account Owner with respect to accounts held at the Credit Union:
      - If the Account Owner is a sole proprietorship, the business owner and any person designated by the business owner;
      - If the Account Owner is a partnership, each partner (or general partner in the case of a limited partnership) and any person designated by the partners; or
      - If the Account Owner has any other form of organization or is an unincorporated organization or association, the individuals vested with the power to make decisions concerning the operation of the Account Owner must designate the persons authorized to establish accounts at the Credit Union and transact business on such accounts on behalf of the Account Owner. Such Authorized Persons may be identified on the signature card and the Business Account Resolution for Depository Authorization.

   b. **Authority**. Unless the Business Account Resolution for Depository Authorization you have delivered expressly states otherwise, we will assume that all Authorized Persons identified by you are vested with authority to open and close accounts on behalf of the Account Owner and transact business of any nature on such accounts, including but not limited to the following:
      - Depositing, withdrawing, and transferring funds into, out of, and between one or more accounts;
      - Signing checks, drafts, and other orders for payment or withdrawal;
      - Signing for and receiving statements and records of the Account Owner with respect to any account;
      - Issuing instructions regarding orders for payment or withdrawal;

- Endorsing any check, draft, certificate, share certificate, and any other instrument or order for payment owned or held by the Account Owner;
- Adding and deleting any Authorized Persons on the account, including Authorized Signers
- Making any other agreements and stipulations with us with respect to account(s) and to bind the Account Owner hereto; and
- Receiving information of any nature about the account.

We have no obligation to inquire as to the use of any funds or the purpose of any transaction made on your account by an Authorized Person, and we are not responsible for any transaction by an Authorized Person.

The signature of only (1) Authorized Person is required to transact business, and we are not bound by any policy of the Account Owner requiring more than one signature of an Authorized Person for such transactions. We shall have no responsibility for examining items for any additional signature(s) that the Account Owner may require to transact business. In addition, we shall have no liability for transacting business where only one signature of an Authorized Person has been obtained, even if the Account Owner requires multiple signatures.

We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. It is your responsibility to provide us with specimen signatures of all Authorized Persons and to inform us immediately in writing of any changes. If you have authorized the use of a facsimile signature of any Authorized Person, we may honor any document that appears to bear the facsimile signature.

c. Access Options. You may access your account in any manner we permit, including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access, or mobile application. Authorized Persons may execute additional agreements and documents we require to access, transact business on, and otherwise exercise authority over your account. We may return as unpaid any check or draft drawn on a form we do not provide. Any losses, expenses, or fees we incur as a result of handling such a check or draft will be charged to your account.

d. Credit Union Examination. We may disregard information on any check or draft, other than the signature of the drawer, the amount of the item, and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

e. Management of Your Account. You agree to maintain safeguards to insure that there is dual control over all your financial matters, including without limitation, that the individuals empowered to sign, endorse, execute, and/or deliver items or documents do not have the authority to reconcile and are not permitted to reconcile the transactions effected thereby. You specifically agree to assume the risk of unauthorized acts by any Authorized Person or other authorized agent(s) and any loss, costs, or expenses caused or incurred thereby if you do not maintain adequate control of and properly manage your account.

5. DEPOSIT OF FUNDS REQUIREMENTS. Funds may be deposited into your accounts in any manner approved by the Credit Union and in accordance with any requirements set forth on our business account rate sheet and business account fee schedule. We have the right to refuse any deposit, limit the amount that may be offered for deposit, and return all or any part of a deposit. Deposits made by mail, at night depositories, or other unstaffed facilities are not our responsibility until we receive them.

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to or to the order of the Account Owner, even if they are not endorsed. If a check, draft, or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require that it be endorsed as set forth on the item. We may, but are not required to accept, whether for cash or other value, checks, drafts, or items made payable to the Account Owner, provided such items are endorsed with an original or facsimile signature of an Authorized Person. Endorsements must be made on the back of the check or draft within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur due to a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service.

b. Collection of Items. We act only as your agent, and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

c. **Restrictive Legends.** Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over $500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

d. **Final Payment.** All items and Automated Clearinghouse (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a return item fee on your account. Any collection fees we incur may also be charged to your account. We reserve the right to refuse or return any item or funds transfer.

e. **Direct Deposits.** We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits by completing a separate authorization document. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If we are required to reimburse a government agency for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits, to the extent permitted by applicable law.

f. **Crediting of Deposits.** Deposits will be credited to your account on the day we consider them received, as stated in our Funds Availability Policy Disclosure.

6. **FUNDS TRANSFERS.** Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code, including Automated Clearinghouse (ACH) credit transactions and wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the State of Texas, except as otherwise provided in this Agreement. ACH transfers are subject to the rules of the National Automated Clearinghouse Association (NACHA). If we execute requests for funds transfers by Fedwire, such transfers are subject to the Federal Reserve Board's Regulation J.

a. **Authorization for Transfers/Debiting of Accounts.** Any Authorized Person is authorized to make or order funds transfers to or from your account. We will debit your account for the amount of a funds transfer and will charge your account for any fees related to the transfer. If a signature is required to authorize a funds transfer, the requested number of signatures of Authorized Persons must be present before we will execute the transfer.

b. **Right to Refuse to Make Transfers/Limitation of Liability.** Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions, or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic, or equipment failure. In addition, we will not be liable for consequential, special, punitive, or indirect loss or damage you may incur in connection with fund transfers to or from your account.

c. **No Notice Required.** We will not provide you with notice when funds transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

d. **Interest Payments.** If we fail to properly execute a payment order and such action results in a delay in payment to you, applicable law requires that we pay you interest for the period of delay. Based on your account type, we will pay you such interest in the form of dividend or interest payments, whichever applies. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

e. **Provisional Credit for ACH Transactions.** We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.

f. **Payment Order Processing and Cut-off Times.** Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution, and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next funds transfer business day. Information about any cut-off times is available upon request and is listed on our website at www.cutx.org. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny of verification in accordance with applicable law. This action may affect the settlement or availability of the transaction.

g. **Identifying Information.** If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

h. **Amendments and Cancellations of Payment Orders.** Any Authorized Person may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

i. **Security Procedures.** We may require you to follow a security procedure to execute, amend, or cancel a payment order so that we may verify the authenticity of the order, amendment, or cancellation. You agree that the security procedure established herein between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose. The Credit Union has established a security procedure to verify the authenticity of an outgoing payment order, including but not limited to, (a) "out of wallet" questions; (b) call back procedures; (c) use of identifying words or numbers; or (d) valid driver's license or other government-issued photo identification.

j. **Duty to Report Unauthorized or Erroneous Funds Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

k. **Recording Telephone Requests.** You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.

7. **ACCOUNT RATES AND FEES.** We pay account earnings and assess fees against your account as set forth in our business account rate sheet and business account fee schedule. We may change our business account rate sheet and business account fee schedule at any time and will notify you as required by law.

8. **TRANSACTION LIMITATIONS.** We reserve the right to restrict withdrawals or transfers from your account and shall not be liable for any restrictive action we take regarding withdrawals, transfers, or the payment or non-payment of checks and drafts, except for those damages which may arise solely as a result of the Credit Union's negligence.

   a. **Withdrawal Restrictions.** We permit withdrawals if your account has sufficient available funds to cover the full amount of the withdrawal, and may otherwise honor withdrawal requests in accordance with our overdraft policies or any overdraft protection service you have established with us. Checks and drafts or other transfers or payment orders that are drawn against insufficient available funds may be subject to a fee as set forth in our business account fee schedule. If there are sufficient available funds to cover some, but not all, of your withdrawal request, we may otherwise allow you to make a withdrawal in an amount for which there are sufficient available funds.

   We may limit or refuse a withdrawal in some situations, and will advise you accordingly if, for example: (1) there is a dispute about the account (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) the Account Owner fails to repay a Credit Union loan on time; (6) for accounts of a sole proprietorship, the Account Owner is deceased; or, for accounts in which the Account Owner is a partnership, has any other form of organization or is an unincorporated organization or association, such entity is in bankruptcy proceedings or has been dissolved and the required disposition of the account has not been made; (7) someone with authority to do so requests us not to permit the withdrawal; or (8) there are other circumstances which do not permit us to make the withdrawal. We also reserve the right to refuse any withdrawal that is attempted by any method not specifically permitted by us. We may require you to give written notice of 7 to 60 days before any intended withdrawals.

   b. **Transfer Limitations.** For accounts subject to transfer limitations, you may not make more than six withdrawals and transfers to another Credit Union account of yours or to a third party during any month by means of a preauthorized, automatic, or internet transfer, by telephonic order or instruction, or by check, draft, debit card, if applicable, or similar order. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received via ACH. When a transfer exceeds these limitations, we may refuse or reverse it, assess fees against your account, suspend your account, or close your account and transfer the balance to an account without such transfer limitations. There is no limit on the number of transfers you may make to a Credit Union loan account or on the number of withdrawals you may make if the withdrawal is made in person, by mail, messenger, or at an ATM. There is also no limit on the number of telephone requests for withdrawals in the form of a check or draft, which is then mailed directly to you, although we may impose a fee for such services.

9. **CERTIFICATE ACCOUNTS.** Any term share, share certificate, time deposit, or certificate of deposit account, whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, our business account rate sheet and business account fee schedule, and any other documents we provide for the account, the terms of which are incorporated herein by reference.

10. **UNDERSTANDING YOUR ACCOUNT BALANCE.** Your account(s) has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account, as well as payment

transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding, or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card, and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn, regardless of your actual balance. In such cases, subsequent posting of the pending transactions may further overdraw your account and be subject to additional fees. You should assume that any item that would overdraw your account based on your available balance may create an overdraft. You may check your available balance online at www.cutx.org, at an ATM, by visiting a Credit Union branch, or by calling us at phone number 214-818-3231 or 800-627-0006.

11. OVERDRAFTS AND DISHONORED ITEMS

a. Insufficient Funds/Overdrafts. If, on any day, the available balance in your account is not sufficient to pay the full amount of a check, draft, transaction, or other item that is presented for payment from the account, we may return the item or pay it in accordance with our overdraft policies or any overdraft service you have established with us. We are not required to pay any item that exceeds the available balance in your account. Items drawn on your account may be paid in any order we choose. The available balance for your account is determined according to our funds availability policy and may reflect pending transactions you have authorized but have not yet posted to your account. We may determine whether the available balance in your account is sufficient to pay an item at any time between presentation of the item and our midnight deadline, with only one review of the account required. We are not required to notify you if your account does not have sufficient available funds to pay the item. Your account may be subject to a fee as disclosed in our business account fee schedule for each item presented against an insufficient available balance, regardless of whether we return or pay the item. We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item.

If you have established an overdraft service with us that links your account with other Credit Union accounts of yours, you authorize us to transfer funds from those accounts to cover the amount of any items that exceed the available balance in your account, as well as the amount of any fee assessed for the transfer. Such transfers may be made from another share or deposit account, an overdraft line-of-credit account, or other account you so designate. If we, at our discretion and as a courtesy to you, honor items that exceed the available balance in your account, the account will be overdrawn, and you agree to repay the overdrawn amount, plus any fee assessed by us, in accordance with the requirements established in any other agreement with us that governs this overdraft protection service. By exercising our discretionary right to honor such items, we do not agree to honor them in the future.

b. Dishonored Items. We may redeposit an item taken for deposit, cash or other value, or we may return the item to you and charge your account. If your account does not contain sufficient available funds to reimburse us for the amount of the item, you must repay us for the amount we are unable to collect from your account. If we choose to redeposit an item, we are not required to notify you that the item was returned unpaid. We may charge your account and/or seek recovery directly from you for any item that is returned due to your breach of warranty under the Uniform Commercial Code as adopted in the State of Texas.

c. How Transactions are Posted to Your Account. Basically, there are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

Credits. Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure provided at the time you opened your account for details regarding the timing and availability of funds from deposits.

Debits. There are several types of debit transactions. Common debit transactions are generally described below. Not all of the following may be available with your account. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

- **Checks.** When you write a check, it is processed through the Federal Reserve System. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process checks in the order that we receive them, and we may change the order in which we process item(s) at any time.
- **ACH Payments.** We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted throughout the day in order of receipt. ACH credits will post first,

then debits.

- **PIN-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.
- **Signature-Based Debit Card Purchase Transactions.** These are purchase transactions using a debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. The authorization request places a hold on funds in your account when the authorization is completed. The "authorization hold" will reduce your available balance by the amount authorized, but will not affect your actual balance. The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your account when they are received.

The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. This may also be the case where you present your debit card for payment at gas stations, hotels, and certain other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

This is a general description of certain types of transactions. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law.

12. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON. We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable fees for cashing checks or drafts are stated in our business account fee schedule.

13. POSTDATED AND STALEDATED CHECKS OR DRAFTS. You agree not to draw or issue any check or draft that is postdated. If you draw or issue a check or draft that is payable on a future date, we will have no liability if we pay the check or draft before its payment date. You agree not to deposit checks, drafts, or other items before they are properly payable. We are under no obligation to pay a check or draft drawn on your account that is presented more than six months after the date it was written; however, if the check or draft is paid against your account, we will have no liability for such payment.

14. FOREIGN CURRENCY. All checks or drafts drawn on your account shall be payable in the currency of the United States. You agree not to draw a check or draft that is payable in any foreign currency. If you give us an order to pay a check or draft in a foreign currency, we have the right to return the check or draft unpaid. However, if we pay the check or draft, we will not be responsible for the currency conversion or any fees assessed for collection, and you will be bound by our determination of the currency conversion rate, the data used, and the manner in which we make the conversion.

15. STOP PAYMENT ORDERS

a. **Stop Payment Order Request.** Any Authorized Person may request a stop payment order on any check or draft drawn on your account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

b. **Duration of Order.** Stop payment orders must be made in writing. A written stop payment order is effective for six months and may be renewed from time to time in writing, or in a record if allowed by applicable law. We do not have to notify you when a stop payment order expires.

c. **Liability.** Fees for stop payment orders are set forth on our business account fee schedule. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay an item, as well as claims of the Account Owner or of any payee or endorsee for failing to stop

payment of an item as a result of incorrect information provided by you.

16. **CASHIER'S CHECK STOP PAYMENT.** Texas state law (Business and Commerce Code, Title 1, Section 3.312) does not permit stop payments on a previously issued cashier's check. However, in cases when a previously issued cashier's check has been lost, destroyed, or stolen, we may be able to issue a replacement cashier's check only if you provide us with a signed and notarized declaration of loss affidavit, which includes an indemnity by you for our protection. In such cases, we could still be liable for payment of the original cashier's check for up to 90 days after the date of issuance. Thus, we are under no obligation to pay or issue a replacement cashier's check until this 90-day period has passed. However, if pursuant to your request, we agree at our option to pay or issue a replacement cashier's check prior to the expiration of the 90-day period, we may require that you provide us with a bond supported by such surety or sureties as we may deem sufficient to indemnify us against any possible loss in connection with the presentment or payment of the original cashier's check. The cashier's check funds may be posted to your account with a hold to ensure that the funds are not inadvertently withdrawn for purposes other than to replace the lost, destroyed, or stolen cashier's check. You will also be required to pay a fee in connection with a request to pay or issue a replacement cashier's check, set forth in the Truth-In-Savings Fee Schedule that accompanies this Agreement. If an item is inadvertently paid due to our failure to exercise ordinary care, we will be liable to you for any loss you suffer as a result. You agree that it will be your responsibility to establish any such loss. You agree that we will never be liable for more than the amount of the item and that we will not be liable for any consequential damages. If we do recredit your account after inadvertently paying the item in question, you will take whatever action we deem necessary to transfer to us all of your rights against the payee or holder of the item and to assist us if we take legal action against the payee or any other person.

17. **CREDIT UNION LIABILITY.** If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law or elsewhere in this Agreement. We will not be liable if, for example: (1) your account contains insufficient available funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We are not liable if checks, drafts, or other items were forged or altered so that the forgery or alteration could not be reasonably detected. We will not be liable for consequential damages, except for liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations, operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

18. **UNAUTHORIZED USE OF CHECK OR DRAFT WRITING AND FACSIMILE SIGNATURE EQUIPMENT.** You are responsible for maintaining the security of all facsimile signatures, check or draft writing equipment, and supplies. You must promptly notify us in writing of the loss or theft of any checks or drafts or the unauthorized use of facsimile signature equipment, as well as the circumstances surrounding the loss, theft, or unauthorized use. We are not liable for any unauthorized use of a facsimile signature.

19. **PLEDGE OF SHARES, RIGHT OF OFFSET, AND STATUTORY LIEN.** Unless prohibited by law, Account Owner pledges and grants as security for all obligations it may have now or in the future to us, except if applicable, obligations secured by the Account Owner's principal residence, all shares and dividends, and all deposits and interest, if any, in all accounts the Account Owner has with us now and in the future. If the Account Owner pledges a specific dollar amount in its account(s) for a loan, we will freeze the funds in its account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in pledged account(s) may be withdrawn unless the Account Owner is in default.

    You agree we have the right to offset funds in any of the Account Owner's accounts against any obligation Account Owner directly or indirectly owes to us. State law gives us a lien on all shares and dividends and all deposits and interest, if any, in the account(s) Account Owner has with us now and in the future. Except as limited by applicable law, the statutory lien gives us the right to apply the balance of all the Account Owner's accounts to any obligation on which it is in default. After Account Owners are in default, we may exercise our statutory lien rights without further notice to you. We are not liable to you if these actions cause your account to be overdrawn and checks or other items are dishonored because of insufficient funds.

    Your pledge and our statutory lien rights will allow us to apply the funds in the Account Owner's account(s) to what the Account Owner owes directly or indirectly to us when in default, except as limited by state or federal law. If we do not apply or offset the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply or offset the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. By not enforcing our right to apply or offset funds in your account(s) to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

20. **TRANSFER OF ACCOUNT.** All accounts are non-assignable and nontransferable to third parties except by us.

21. **LEGAL PROCESS.** If the Credit Union is served with a legal action or similar order relating to your account, we will comply with that legal action. You agree that we may debit your account for an administrative fee as set forth in the Truth-In-Savings Fee Schedule, for processing legal actions related to bankruptcies, court orders, garnishments, IRS levies, Texas Workforce Commission freezes, sales tax pledges, subpoenas, and other instruments of legal process. You further agree that we may debit your account, to the extent not otherwise prohibited by law, for attorneys' fees and other charges and costs in connection with the production of statements, items or other documents in connection with bankruptcies, subpoenas, court orders, levies, freezes, garnishments or other instruments of legal actions. You agree that any levy, attachment, or garnishment against your account will be subject to our statutory and contractual liens set forth above, and you authorize us to exercise that contractual lien, whether or not any outstanding obligation is in default, subject to applicable law.

22. **ACCOUNT INFORMATION.** Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure is made to comply with the law or an order issued by a court or government agency; (4) you give us written permission; or (5) as otherwise permitted by applicable law. We may submit information to credit bureaus about an insolvency, delinquency, late payment, or default on your account to include in your credit report.

23. **NOTICES**
    a. **Name or Address Changes.** You are responsible for promptly notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. If we attempt to locate you, we may impose a service fee as set forth on our business account fee schedule.
    b. **Notice of Amendments.** Except as prohibited by applicable law, we may at any time change the terms of this Agreement. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates, or fees as required by law.
    c. **Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you.
    d. **Electronic Notices.** If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

24. **TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING.** You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state, or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number (TIN) or Employer Identification Number (EIN), as applicable, or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN or EIN within a reasonable time, we will close your account and return the balance to you, less any applicable service fees.

25. **STATEMENTS**
    a. **Contents.** If we provide a periodic statement for your account, you will receive a statement that shows the transactions and activity on your account during the statement period. For share draft or checking accounts, if applicable, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts, or copies thereof, if applicable, are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.
    b. **Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report to us, within a reasonable time after receiving your statement, any irregularities, such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement, we will not be responsible for your loss. You will have acted within a reasonable time if you report any such items, payments, transactions, or other discrepancies to us within 30 days of the date we sent or otherwise provided the statement to you. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.
    c. **Notice to the Credit Union.** You agree that the Credit Union's retention of checks or drafts, if applicable, does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors.
    If timely notice is given, we reserve the right to make a final reasonable determination regarding whether and in what

amount any adjustment shall be made. You agree to promptly repay us any amount credited to your account in error, and you authorize us to debit your account to obtain payment of any erroneous credit. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

d. Address. If we mail you a statement, we will send it to the last known address shown in our records. If you have requested that we send your statement electronically, we will send it to the last e-mail address shown in our records.

26. INACTIVE ACCOUNTS. As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our business account fee schedule. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer all funds in an inactive or dormant account to an account payable or reserve account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

27. TERMINATION OF ACCOUNT. We may terminate your account at any time without prior notice to you, or may require you to close your account and apply for a new account. We are not responsible for payment of any check, draft, transfer, or item after your account is terminated; however, if we pay a check, draft, transfer, or other item after termination, you agree to reimburse us for the amount of our payment as well as any applicable fees. You may terminate this Agreement by closing all of your accounts. If your account is a dividend or interest-bearing account, any deposit or part of a deposit that we have returned or attempted to return to you upon termination of your account will no longer bear dividends or interest, as applicable. When the account is closed, you will receive the balance remaining in the account after we have made all appropriate deductions and charges. The termination of this Agreement and the account does not release you from the obligation for payment of accrued fees or your liability for any checks or drafts in process.

28. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES. You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by our Bylaws and applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct that is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

29. DEATH OF ACCOUNT OWNER. If an account is held in the name of a business that is organized as a sole proprietorship, we may continue to honor all transfer orders, withdrawals, deposits, and other transactions on the account until we are notified of the Account Owner's death. Once we are notified of an Account Owner's death, we may pay checks or drafts, if applicable, or honor other payments or transfer orders authorized by the Account Owner for a period of ten days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts, or other items. We may require anyone claiming a deceased Account Owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any Account Owner that a business organized as a sole proprietorship.

30. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES. You understand and agree to comply with applicable law in maintaining your accounts with us, including, without limitation, United States economic sanctions laws and regulations issued by the United States Department of the Treasury, Office of Foreign Assets Control, and Presidential Executive Orders. The Credit Union is prohibited from processing illegal transactions through your accounts or through our relationship with you, including unlawful Internet gambling transactions. You may not use your account in any manner or for any transaction that we believe poses an undue risk of illegality, and we may refuse to process or authorize any such transaction. If you engage in illegal transactions or unlawful activity, we may also impose restrictions on your account or we may close your account. You waive any right to take legal action against the Credit Union for any illegal use or transactions, and you agree to indemnify, defend, and hold harmless the Credit Union and any third-party processors from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use or transactions.

31. WAIVER OF RIGHTS. We reserve the right to waive or delay the enforcement of any provision of this Agreement with respect to any transaction or series of transactions. A waiver or delay of our rights at any time shall not be deemed to be a waiver of any other rights or a waiver of the same rights at a future time.

32. SEVERABILITY. If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of this Agreement.

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

34. **GOVERNING LAW.** This Agreement shall be governed by applicable state and federal laws and regulations and the Credit Union's Bylaws.

35. **WAIVER OF TRIAL BY JURY AND AGREEMENT AS TO LOCATION OF LEGAL PROCEEDINGS.** As permitted by applicable law, if (i) neither you nor we seek to compel arbitration of any dispute we have related to this Agreement, your account, or any transactions involving your account, or (ii) some or all of the arbitration clause is unenforceable and we are in a dispute in a court of law, then you agree that any legal action regarding this Agreement shall be brought in the county where the principal office of the Credit Union is located and each of us agrees to waive any right to trial by jury.

36. **NEGATIVE INFORMATION NOTICE.** We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

37. **CONSENT TO CALL RECORDING OR MONITORING AND CONSENT TO RECEIVE COMMUNICATIONS.** Incoming and outgoing calls at the Credit Union may be monitored or recorded for quality assurance. By placing or receiving a call, you consent to such recording or monitoring. To provide you with the best possible service in our ongoing business relationship, the Credit Union may contact the Account Owner about the account from time to time by telephone, text messaging, or email at those phone numbers and email addresses that have been provided to the Credit Union by you from time to time. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the Federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act, and their related federal regulations and orders issued by the Federal Trade Communications Commission (FCC).

    a. Your consent is limited to the account(s) covered by this Agreement, and as authorized by applicable law and regulations.

    b. Your consent does not authorize the Credit Union to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understanding, you agree that you are providing your express consent for us and any third-party service provider we engage to call you, text message you, or both at any phone number (including any mobile phone number) you have provided (now or in the future) to us or any third-party service provider using auto-dialed phone calls, prerecorded phone calls, or both for any or all of the following reasons (i) transactional purposes; (ii) informational purposes; (iii) to provide account alerts; (iv) to provide servicing information; (v) fraud prevention purposes; and (vi) any other purposes provided for in this Agreement or in any other applicable Credit Union agreements. If you change any phone number you have provided to us or any third-party service provider, for any reason, you agree to immediately notify us to ensure that the above communications are not interrupted or inadvertently delivered to another recipient who may be reassigned your prior phone number.

This consent is regardless of whether the number we use to contact you is 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 further authorize the Credit Union to contact you through the use of voice, voice mail, and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device. If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us. To stop receiving communications through your cellular wireless number, please contact us at 214-818-3231, 800-627-0006, through live chat within our Online and Mobile Banking Service, or at www.cutx.org, or any other reasonable means convenient to you to notify us.

U.S. BINDING ARBITRATION CONSENT AND AGREEMENT. You and we agree to attempt to informally settle any disputes arising out of, affecting, or relating to your accounts or your relationship with the Credit Union. If that cannot be done, you and we agree that any claim or dispute between you and the Credit Union (individually, a Claim") based on conduct, activities, actions, or omissions that occur on or after the Effective Date (defined below) of this Binding Arbitration Consent and Agreement (this, "Consent"), and which arises out of or relates to the Account Agreement, your accounts with the Credit Union, or your use of our products or services, whether such Claim is brought by you or us, shall be resolved by BINDING ARBITRATION administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for commercial disputes ("Rules"), whether such Claim lies in contract, tort, statute, or any other legal or equitable theory. The Rules can be obtained on the AAA website free of charge at www.adr.org, or a copy of the Rules can be obtained at any Credit Union branch location upon request. AS A RESULT OF THIS CONSENT AND THE TERMS AND CONDITIONS HEREOF, YOU ARE AGREEING TO RESOLVE ANY CLAIM YOU MAY HAVE AGAINST CREDIT UNION OF TEXAS THROUGH BINDING ARBITRATION, WHICH MEANS THAT YOU WILL NOT HAVE THE RIGHT TO GO TO ANY COURT OF COMPETENT JURISDICTION TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT OR TO RESOLVE ANY AND WILL THEREFORE NOT HAVE THE RIGHT TO A JURY TRIAL. This Consent will be interpreted and enforced in accordance with the Federal Arbitration Act ("FAA"), codified under Title 9 of the United States Code ("U.S.C"), to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claim. You understand and agree that the Texas Arbitration Act will not apply to this Binding Arbitration Consent and Agreement or to any Claim(s) between you and us because any such Claim(s) will be governed by the FAA. You acknowledge that this Consent does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity seeking relief on your behalf.

By consenting to BINDING ARBITRATION via this Consent, you are affirming that you understand and agree to the following terms:

- SELECTION OF ARBITRATOR: If a Claim exists that must be resolved via binding arbitration, your rights will be determined by a neutral arbitrator and NOT a judge or jury, in accordance with all applicable laws and Rules. The neutral arbitrator will be selected in accordance with the Rules and must have experience and knowledge in financial transactions. In the event of a conflict between the Rules and this Consent, this Consent will control over the conflicting Rules to the extent of the inconsistency. If AAA is unavailable to resolve the Claim, and if you and we do not agree on a substitute, then you may select the appropriate forum for arbitration of the Claim.
- EFFECTIVE DATE: This Consent is effective immediately as of the day the membership account for the Account Holder is opened with the Credit Union ("the Effective Date"). However, you have sixty (60) calendar days after we provide you with a copy of our Account Agreement and Disclosures upon the opening of the account, which includes this Consent, to opt out in accordance with the requirements of the RIGHT TO OPT-OUT provision below. The sixty (60)-calendar day timeframe begins on the date you first open an account with us. If you timely opt-out, we will consider that this Consent never applied to you and you are not bound by its terms.
- CLAIMS ARISING PRIOR TO EFFECTIVE DATE: **THIS CONSENT APPLIES TO ALL CLAIMS BASED ON CONDUCT, ACTIVITIES, ACTIONS, OR OMISSIONS THAT OCCUR ON OR AFTER THE EFFECTIVE DATE.**
- DATE. To the extent a Claim involves conduct, activities, actions, or omissions that occur prior to the Effective Date, this Consent will not apply to such pre-Effective Date conduct, activities, actions, or omissions, but this Consent will apply to any conduct, activities, actions, or omissions occurring on or after the Effective Date.
- ARBITRATION PROCEEDINGS: Discovery will be available for non-privileged information to the fullest extent permitted under the Rules. Any defenses that would apply to a Claim brought in a court of law will apply in any arbitration proceeding between you and us, including defenses based on the expiration of the applicable statute of limitations or otherwise relating to the timeliness of the initiation of the Claim, and the commencement of an arbitration proceeding under this Consent will be deemed the commencement of an action for such purposes. Arbitration decisions are as enforceable as any ruling by a court of law and are subject to very limited review by a court of competent jurisdiction, and cannot be appealed. Arbitrators can award the same relief that a court of law can award, including damages, injunctive relief on an individual basis, and other remedies. Any determination as to whether this Consent is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including, without limitation, any issues relating to whether a Claim is subject to arbitration.
- CLASS ACTION WAIVER: ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY CLASS ACTION LAWSUIT AGAINST CREDIT UNION OF TEXAS REGARDING ANY CLAIM GOVERNED BY THIS CONSENT.
- LOCATION: The place of arbitration shall be in a location reasonably convenient to both parties, with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by the arbitrator.
- COSTS: Arbitration fees will be allocated according to the applicable Rules.
- ATTORNEYS' FEES: In the event of your Claim in arbitration conducted hereunder, the prevailing party shall be entitled to recover from the losing party all reasonable attorneys' fees and costs incurred by the prevailing party in connection with the arbitration. The arbitrator(s) shall determine which party is the prevailing party.
- SEVERABILITY: In the event that the Class Action Waiver in this Consent is found to be unenforceable for any reason in relation to a Claim involving class action allegations, the remainder of this Consent shall be unenforceable in regard to that specific Claim only. If any provision in this Consent, other than the Class Action Waiver for a specific Claim, is found to be unenforceable, the remaining provisions will remain in full force and effect.
- SURVIVAL: This Consent shall survive termination of the Account Agreement or your relationship with the Credit Union, including the bankruptcy of any party and any sale of your account, or amounts owed on your account, to another person or entity.
- AMENDMENT/TERMINATION: We reserve the right to amend or terminate this Consent, provided that we notify you in writing at least thirty (30) calendar days prior to such amendment or termination taking effect. Notwithstanding anything in the Account Agreement or this Consent to the contrary, any amendment or termination of this Consent shall not apply to any Claim(s) to the extent that they accrued prior to the effective date of such amendment or termination.
- RIGHT OF OPT-OUT: You have the right to opt-out of this Consent, provided that you notify us of your intent to opt-out within sixty (60) calendar days after your receipt of this Consent at account opening. Your opt-out is only effective if you notify us in writing at Credit Union of Texas, Attention: Member Services Department, P.O. Box 7000, Allen, TX, 75013, within such sixty (60)-calendar day time period. Your notice should clearly state that you are opting out of the Consent for your accounts. If you fail to opt-out within this sixty (60)-calendar day time period, you will be deemed to have provided your consent to the resolution of your Claims through binding arbitration, as of the Effective Date. In the event you opt-out of this Consent, such opt- out will not affect other terms and conditions of your Account Agreement.

YOUR ABILITY TO WITHDRAW FUNDS FROM YOUR CHECKING ACCOUNT

This policy applies to transaction Accounts. Checking Accounts are the most common transaction Accounts. The Credit Union reserves the right to delay the availability of funds deposited to Accounts that are not transaction Accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which Accounts are affected by this policy.

Our policy is to make funds from your check deposits to your checking Account available to you on the first business day after we received your deposit. Cash deposits, electronic direct deposits, and incoming wire transfers 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.

Determining the Availability of a Deposit

For determining the availability of your deposits, every day is a business day, except Saturday, Sunday, and the Federal holidays. If you make a deposit before our established cutoff time 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 our cutoff time, or on a day we are not open, we will consider the deposit was made on the next business day we are open.

Our established cutoff time is when a Branch closes for business (6:00 p.m. Central Time). The cutoff time for Credit Union-owned automated or interactive teller machines (ATM/ITM) is 2:00 p.m. Central Time.

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposited 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. However, the first $275 of your deposits may be available on the first business day. In addition, for checks deposited at Credit Union-owned ATM/ITM, the first $275 of your deposit will be available on the first business day after the day of your deposit. The remaining funds will be available by the second business day after the day of your deposit.

For example, if you deposit a check of $1,000 on a Monday, $275 of the deposit is available on Tuesday. The remaining $725 is available on Wednesday.

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 a Credit Union employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the first business day after we receive your deposit. If you 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 $6,725 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 will tell you when the funds will be available. The funds 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 calendar days your Account is open. Funds from electronic direct deposits, incoming wire transfers, and cash deposits made by an employee at a Store location or at a Credit Union-owned ATM/ITM will be available on the same business day that we received the deposit. Funds from the first $6,725 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 check must be payable to you. The excess over $6,725 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 $6,725 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will generally be available no later than the ninth business day after the day of your deposit.

Holds on Other Funds (Check Cashing)

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