



University Federal Credit Union
PO BOX 9350, Austin, Texas 78766-9350
call us at (512) 467-8080 or (800) 252-8311

BUSINESS MEMBERSHIP AGREEMENT

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Notice to Members: The laws and regulations governing the financial services we provide are complex. To ensure your understanding of our relationship with you, we provide this detailed agreement which explains both your responsibilities and ours. Please read this document carefully, and feel free to ask any questions regarding these terms and conditions.

BINDING ARBITRATION: EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THIS ARBITRATION PROVISION SUBSTANTIALLY LIMITS YOUR RIGHT TO BRING A LEGAL ACTION IN A JUDICIAL FORUM (EXCEPT FOR MATTERS THAT MAY BE BROUGHT IN SMALL CLAIMS COURT AS SET FORTH HEREIN).

PLEASE READ THIS SECTION CAREFULLY. THE PARTIES WILL NOT HAVE A RIGHT TO HAVE A JUDGE OR JURY DECIDE ANY CLAIM OR DISPUTE, AND THE ABILITY TO APPEAL IS LIMITED IN AN ARBITRATED MATTER HEREUNDER. ANY DISPUTES WILL BE DECIDED BY A NEUTRAL ARBITRATOR. FURTHER, NEITHER PARTY NOR ANYONE ON THEIR BEHALF CAN PURSUE ANY CLAIM OR DISPUTE IN ANY CLASS OR REPRESENTATIVE CAPACITY. IT IS THE INTENT OF THE PARTIES HERETO TO PROVIDE A FUNDAMENTALLY FAIR AND LESS COSTLY FORUM TO ADDRESS ANY DISPUTES BETWEEN THE PARTIES; THE PARTIES SPECIFICALLY AGREE TO THIS ALTERNATIVE METHOD OF DISPUTE RESOLUTION AS AN INTEGRAL PART OF THE RELATIONSHIP BETWEEN THE PARTIES. SEE PAGE 12 OF THE ACCOUNT AGREEMENT SECTION FOR COMPLETE DETAILS.

All agreements contained herein are hereby amended by adding the following:

Suspension of electronic services and access to share or deposit accounts. Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your loan or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

ACCOUNT AGREEMENT FOR BUSINESS ACCOUNTS

The terms and conditions of this Account Agreement for Business Accounts ("Agreement") apply to all University Federal Credit Union business accounts. By signing the Business Account Signature Card, Membership and Services Application and/or by using your account on or after the opening date, you have agreed to be legally bound by the terms of this Agreement. You should keep a copy of this Agreement and anything else we send to you about your account for your records. When used in this Agreement, the terms "you" and "your" refer to your business and/or its authorized representative(s); the terms "we", "our," and "Credit Union" refer to University Federal Credit Union. Unless otherwise noted, the term "account(s)" refers to your University Federal Credit Union business deposit account(s).

The purpose of this section is to state the terms and conditions that apply to all of your accounts, account services or other relationships with us, including without limitation: loan, safe deposit and other services. You understand that the agreements, terms, conditions, rules and regulations applicable to your loans, and any other applicable account(s) or service(s) remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement. Further, to the extent that the terms of a specific subsection of this Agreement vary from the terms set forth in this section, the specific terms and conditions of the subsection will govern our relationship with you.

If we need to contact you for any reason, including but not limited to, providing account information, collecting amounts you owe, updating you on product information, etc., you authorize us and our affiliates or agents to contact you at any number you provide, from which you call us, or at which we believe we can reach you. Contact may be through calling, texting, or through the use of an automated dialer or prerecorded messages. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications – including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system – from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

Negative Information Notice. We may report information about your loan, credit card, share or deposit accounts to consumer reporting agencies. Late payments, missed payments, insufficient funds transactions or other defaults on your Accounts may be reflected in your consumer report.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We may also require photographing, video recording, and/or fingerprints or other biometrics.

a. **Membership Eligibility.** To join the Credit Union you must meet the membership requirements including purchase and maintenance of the minimum required share(s) ("membership share") as set forth in the Credit Union's bylaws. You agree that we are authorized to verify financial information, data, and employment history by any necessary means now and in the future. You also authorize the credit union to obtain a consumer report, which may be used in accordance with applicable regulations to verify your eligibility or continued eligibility for products and services you request and to identify other products and services that may be beneficial to you now and in the future. We may also report information concerning your account(s) and credit to others.

b. **Disabilities.** We will accommodate reasonable requests to assist members with disabilities. In order to do so, you agree to notify us of any disability and/or accommodation requests. You will notify us regarding any service providers you wish to use; and you will provide us with information to allow us to identify the service providers.

c. **Third-Party Apps.** If you link any of your accounts or services to a third party app or payment service (including but not limited to PayPal, Zelle, or Venmo) you understand and agree that these are not Credit Union services, and any transaction you make will be subject to your agreements with the app or service provider. You understand that these apps and services may not provide the same protections from fraud or other misapplication of funds as traditional direct banking services. If we transfer any funds as directed by you or anyone you authorize to the app or third party service provider, such transfer(s) shall in all respects be an authorized transaction and we will have no further obligation or liability if the app or provider then transfers the funds to a fraudster or the funds are otherwise misapplied. Further, you understand that the funds transferred to or via a third party app may not be federally or otherwise insured, and you assume all risks should your funds become unavailable for any reason.

d. **Lien to Secure Obligations.** Company (which, as such term is used in the Agreement, includes the account owner and each person signing a Business Membership Account Card) grants the Credit Union a consensual security interest in all of its deposit accounts to secure payment of all amounts owing pursuant to any loan agreements, or under this Agreement, or arising from any negative account balances, including fees, costs, or expenses at any time under this Agreement. Company authorizes Credit Union to hold and apply funds in any of its deposit accounts maintained at the Credit Union against any present or future indebtedness Company may have to Credit Union. Company authorizes the Credit Union to apply shares to any obligations owed to the Credit Union if Company defaults or fails to pay or satisfy any obligation to the Credit Union, without any notice to any account owner or other party. This right is immediate and applies to all accounts of Company, except any account that would lose special tax treatment under state or federal law if given as security. There will be no limitation or delay with regard to any stated maturity date as to any certificate or other applicable shares.

e. **Right of Set Off.** Company agrees that the Credit Union at all times retains the common law equitable right of set off against shares with regard to any debt or obligation owed to the Credit Union individually or otherwise, which right may be exercised by the Credit Union without legal process or notice to Company. We may refuse to cash a check made payable to you, but instead require you to deposit the check to your Account. All deposits accepted by us are subject to verification. You should retain your copy of any receipt or other document which evidences your deposit. If you claim that a deposit was not properly credited to your Account, we may ask you to show us your receipt or other document which evidences your deposit. you should not mail cash deposits. We will not be liable for any deposit that we do not receive. We reserve the right to make adjustments to your Account upon verification of your deposit or for computation or other errors related to your Account.

f. **Cross-Collateralization.** To reduce the possibility of loss, Company grants to the Credit Union a lien on all shares and agrees that all collateral pledged to secure any loan obligation owed to the Credit Union will also secure payment of your other obligations. This pledge will secure all obligations owed at the time of the pledge or which arise thereafter. This “cross collateralization” of Company’s obligations applies to all debts regarding Company’s Accounts, loans or otherwise, including all obligations under any credit card agreement with us, and overdrafts.

Unless a contrary intent is evidenced in writing, obligations secured by a primary residence are not included in the “cross collateralization” of your obligations to us. In the case of any bankruptcy proceeding, the Credit Union has a right to preserve such collateral as set forth herein as cash collateral; and is not required to surrender or turnover such collateral absent the owners filing any appropriate motion and the entry of an order either providing for adequate protection of the Credit Unions rights in such collateral, or modifying or terminating the automatic stay as to such collateral. You further agree that the Credit Union’s exercise of this right to safeguard or “freeze” funds on deposit shall not constitute a violation of the automatic stay afforded by the Bankruptcy Code.

g. **Joint and Several Liability.** Company, including but not limited to the account owner and each person signing an Account Card, acknowledges and agrees that any and all liability arising pursuant to this Agreement and/or the Account shall be joint and several.

1. GENERAL DEFINITIONS

a. **“Access Device”** means any card, electronic access device and/or any codes, passwords or personal identification numbers (PIN) that we issue to allow you to access and/or use any account or other services. With regard to online or internet transactions an access device shall also include any computer, smart phone or other hardware used to make or process a transaction.

Use of Biometrics/Fingerprints. The Credit Union or various apps you may choose to use may provide access to your accounts and services through the use of fingerprints or other biometrics. You agree to the use of such biometrics, and will cooperate with us in implementing any requirements we or the third party may require associated with this technology. Biometric technologies may be used for authentication. WE may require the use of biometrics and/or fingerprinting with regard to any service we offer, and any refusal to cooperate with such use shall allow us to refuse to make any transaction, including but not limited to cashing any on-us item presented by any holder. When you enable biometric access, every person with an enrolled biometric on your accounts, services, or devices used to view your information, conduct transactions on your behalf, and has your authority to engage in these activities, Enrolled biometrics may expand the number of persons who have access to your account regardless of the signers listed on your Membership Application with us. WE ADVISE YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED BIOMETRICS BELONG TO INDIVIDUALS WITH AUTHORITY AS DESCRIBED ABOVE. BY ACTIVATING ACCESS/SERVICES REQUESTED BY YOU, THE CREDIT UNION RELIES ON YOUR REPRESENTATION THAT ANYONE WITH A REGISTERED BIOMETRIC HAS PROPER AUTHORITY TO ACCESS AND USE YOUR ACCONTS AND ASSOCIATED ACCOUNT INFORMATION.

b. **“Account Card”** means any signature card, business membership application or agreement, account change card or other form required to open or change an account, obtain an account service with us, or provide authorization or instruction to us.

c. **“Business Day”** For purposes of this agreement, our business days are Monday through Friday, 7:00 a.m. CT - 7:00 CT. Holidays are not included.

2. DEPOSITS TO YOUR ACCOUNT

You may make deposits to any account, in any manner approved by us including, but not limited to: in person, mail, electronic transfer, direct deposit, mobile deposit, or any other method made available by us. If the service is available, you may also make deposits by automatic transfers from other accounts, by telephone transfer, or at an automated teller machine ("ATM") that accepts our deposits.

The law allows, and you specifically agree, that we may supply any missing endorsement to a deposited check, draft, or any other instrument. However, we reserve the right to refuse to accept for deposit any item which does not bear a proper endorsement, which is payable to someone other than you, or, in our sole discretion, under any other circumstances. Federal law specifies locations on checks for your and our respective endorsements. If your endorsement is illegible because you have endorsed a check in the wrong location, you will be liable for any resulting losses.

a. **Multiple Payees.** Unless any check, share draft, or other instrument expressly indicates that the item is payable to conjunctive payees, the instrument shall be deemed payable in the alternative. If there is any ambiguity, the instrument shall be deemed payable in the alternative (example: a check payable to "A and B" is a conjunctive instrument. A check payable to "A or B;" "A, B;" "A/B", where "A and B are listed on separate lines;" or otherwise, where not expressly conjunctive are payable in the alternative).

We may refuse to cash a check made payable to you, but instead require you to deposit the check to your account. All deposits accepted by us are subject to verification. You should retain your copy of any receipt or other document which evidences your deposit. If you claim that a deposit was not properly credited to your account, we may ask you to show us your receipt or other document which evidences your deposit. You should not mail cash deposits. We will not be liable for any deposit that we do not receive. We reserve the right to make adjustments to your account upon verification of your deposit or for computation or other errors related to your account.

All non-cash deposits are posted to your account subject to our receipt of "final payment" from the party on which the item is drawn. If we receive notice that an item is being returned to us unpaid, or if we do not receive final payment on a deposited item, because, for example, the drawer has placed a stop payment or the item is returned "insufficient funds" or "account closed"; or if an item is returned after final payment, we may charge your account for the amount of the item, for any dividends carried on the item and for our applicable charges, even if the amount of the item has already been made available to you and even if we do not actually receive the returned item. If the charge-back of a returned item or a fee or other charge creates an overdraft, you agree to pay us the amount of the overdraft immediately, and we may charge your account a service charge for the overdraft.

We receive final payment for deposited items at different times depending on the type of payment and various other factors. In addition, our receipt of final payment may be delayed further due to circumstances beyond our reasonable control. For more information, please see our Funds Availability Policy, which is incorporated herein by reference and which may be amended from time to time. If we must pay any fees to collect an item you have deposited, we will charge the fees to your account, and we may impose a service charge for the collection. If you receive a credit to your account through the Automated Clearing House (ACH) network, the rules of the National Automated Clearing House Association permit us to notify you of the credit on your next regular account statement.

If we credit your account for an automated clearinghouse credit entry or for any other fund transfer or payment order ("fund transfer"), the credit we give you is provisional until we receive final settlement for the fund transfer through a Federal Reserve Bank. If we do not receive final settlement or payment you agree that you must refund to us the amount we credited to you for the fund transfer, and that we may charge your account for such amount. In such case, the person making the payment to you will be considered not to have paid you the amount of the fund transfer. We have no obligation to provide any separate notice under this provision, and you agree that our indication of any credits or debits hereunder reflected on your periodic statements shall be deemed sufficient notice.

When we process incoming fund transfers, we rely on the account numbers given to us by the financial institutions or other persons who send the fund transfers to us. We will have no duty to determine if the account numbers provided to us are consistent with the name or other information given to us, and we will not be liable to you if we credit a fund transfer intended for you to another member's account because the sender instructed us to credit an incorrect account number.

We reserve the right to refuse or to return all or part of a deposit at any time.

b. **Collection of Deposits.** In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care. By signing the Business Account Signature Card or using any accounts or services, you specifically waive your rights to notice or non-payment, dishonor or protest regarding all items presented for collection. We have the right to refuse any order, transfer or deposit, limit the amount that may be offered for deposit and to return all or any part of a deposit. Special instructions for handling an item are effective only if made in writing an accepted by us separately along with the item in question. We will not be liable for any default or negligence of correspondents or for loss in transit, and each correspondent will only be liable for its negligence. We are authorized to pursue collection of previously dishonored items (including re-presentation), and in so doing we may permit the payor bank to hold an item beyond the midnight deadline. Items that we present or re-present may be truncated or converted to an electronic or other format. If an item is not paid you are fully responsible for any loss we may incur in seeking to collect the item for you. Items not drawn by you upon us are not overdrafts, but are Insufficient Funds Items ("NSFs") that you must pay to us if we incur any loss in seeking to collect such items for you.

We may redeposit returned items.

You agree that you shall not deposit, without our express written consent, a document that you or someone on your behalf created or printed from an image or other electronic record of an original paper check (a "substitute check document"). Our acceptance for deposit of a substitute check document from you shall not be deemed as a waiver of the foregoing prohibition on the deposit of substitute check documents. You also shall not identify us as a "reconverting bank" or "truncating bank" on a substitute check document you deposit at any other financial institution or transfer to any other person. You hereby agree to indemnify us for any loss that we incur directly or indirectly from your deposit or transfer of a substitute check document in violation of the limitations set forth in this paragraph.

You understand that when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. We have no obligation to retain the originals of any checks or other documentation. In the event you utilize remote deposit services or receive a copy of the original check after deposit, you agree to keep a copy of your original deposited check(s) in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically. Further, the Credit Union may charge you a fee as set forth in the Fee Schedule for each requested item and /or for research as applicable.

3. WITHDRAWALS FROM YOUR ACCOUNT

Money may be withdrawn from your account in different ways, as permitted for each type of account. We are required to permit a withdrawal only if you have sufficient available funds in your account to cover the entire amount of the withdrawal, and you are not in default under any obligations you owe to us. Checks or other debit items presented against insufficient or available funds are subject to a service charge. If there are sufficient funds to cover some but not all of your withdrawal orders, we will honor those withdrawals which can be paid, in any order convenient to us. If, in our sole discretion, we permit withdrawals for which there are not sufficient available funds, or you otherwise overdraw the available funds in your account, you agree to repay us the funds advanced to you immediately. We may assess your account a service charge, and we may also assess your account additional charges. At no time shall we be required to allow you to overdraw your account, even if we allowed such activity on one or more previous occasions.

We strongly suggest that you date checks with a current date. **WE WILL NOT BE LIABLE TO YOU FOR PAYING CHECKS WHICH ARE POST-DATED, STALE DATED (OLDER THAN SIX MONTHS) OR DO NOT BEAR A DATE.** If you do not wish us to pay a check you have issued, you must place a stop payment order with us and renew it every six months. *Please refer to the Stop Payment section of this Agreement.*

You may stop payment on a preauthorized electronic funds transfer in accordance with the procedures described in our Electronic Funds Transfer Agreement, which is incorporated herein by reference and which may be amended from time to time.

You agree to use only check forms supplied or approved by us, and we will have no duty or liability whatsoever where you choose to use other items. Our duty is to use ordinary care in examining checks when they are presented to us for payment. **UNLESS WE HAVE SPECIFICALLY AGREED WITH YOU IN WRITING, OUR DUTY WILL NOT INCLUDE MONITORING NONSTANDARD INSTRUCTIONS OR OTHER LEGENDS APPEARING ON CHECKS.** We shall be deemed to have exercised ordinary care if we process your checks only by automated means or if any unauthorized signature, counterfeit check, or alteration could not be detected by a reasonably careful examination of the item. You agree that we do not have to notify you if we refuse to pay a check you have written, if we pay a check that overdraws your account, or if we impose a fee in connection with either of these events.

You acknowledge and agree that your deposit or issuance of a check that uses check form or stock with decorative graphics, or that has ink colors other than black or blue, or your use of check stock other than Credit Union provided or approved check stock, may result in errors in processing a check image created from such a check. You agree that, to the extent permitted by law, we shall have no liability to you in the event that you incur a loss from such errors.

If you make withdrawals by check, the check must be properly completed and signed by the person(s) whose authority is on file with us. We may refuse to honor a withdrawal if we receive conflicting instructions from authorized signers or if there is reasonable doubt as to who is authorized to make a withdrawal.

We reserve the right to refuse to cash or to impose a charge on anyone who asks us to cash a check that you have written. Even if your check is otherwise properly payable, we will not be liable to you for dishonor of your check, or otherwise, as a result of such refusal.

If we freeze any account – we will only be obligated to remove the freeze upon receipt of either an agreement signed by all interested persons or a legal document which meets our requirements.

4. CHECK PRESENTMENT

Your account may be debited on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your account has been deposited for collection in another financial institution. A determination of your account balance for purposes of making a decision to pay or return an item or debit due to insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of payment or return of the item or debit, and no more than one such determination need be made.

5. NONSUFFICIENT FUNDS (NSF) AND OVERDRAFTS

If at any time, the available funds in your account are not sufficient to cover checks, ATM, ACH, debit card and other electronic transactions, or fees or charges, or withdrawals of any type, presented for payment on your account, those checks and items will be handled in accordance with our overdraft procedures. We may return debits (e.g., ACH payments) submitted for payment against the checking account if the amount of the debit exceeds the funds available in the checking account. Each time we return a debit for insufficient funds, we will assess an NSF fee in the amount shown on our current Fee Schedule for each returned debit item. The entity that submitted the debit may submit another debit to us even if we have already returned the prior debit for insufficient funds in the checking account. If the resubmitted debit again exceeds the funds available in the checking account, we again will return the debit, resulting in an additional NSF fee. Thus, you may be charged multiple NSF fees in connection with a single debit that has been returned for insufficient funds multiple times.

a. Available vs. Actual

Your "available balance" reflects any pre-authorization holds or deposit holds and is used to determine available funds when future transactions attempt to clear the account. The balance we use internally as transactions clear is called your "actual balance" or "total balance" and includes all items that have cleared the account up to that point in time. This actual balance does not include outstanding debit purchases, share drafts (checks), or automatic drafts. If funds are not sufficient in the actual balance at the time of clearing, an overdraft fee is charged for each transaction that attempts to clear. Your actual balance includes items that have not yet cleared your account such as checks written and not cashed and debit-card pre-authorization holds. Please contact us UFCU if you have any questions. Failing to account for such outstanding items may cause your account to become overdrawn and fees assessed.

Your account will be subject to a charge for the item whether paid or returned as set forth in the Fee Schedule. Except as otherwise agreed in writing, we, by covering on or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If we pay a check that would otherwise overdraw your account, known as a Courtesy Pay, you agree to pay the overdraft amount immediately (within 24 hours of notification or less). We reserve the right to pursue collection of previously dishonored items at any time a charge for services rendered to collect by us or third parties.

Any item or transaction can be presented for payment multiple times, which is beyond the control of the Credit Union. These multiple presentments by other parties may further overdraw your account balance. Unless we are notified by the presenting party, each presentment may be charged a separate overdraft fee even though it may be for a repeat presentment.

We will honor checks drawn on insufficient funds by transferring funds from a share account or another deposit account or a loan account, known as transfer sources, as you have directed. We may honor items presented on insufficient funds and if no funds are available from your transfer sources, if we have approved Courtesy Pay as an overdraft protection plan for your Account.

Any fees associated with nonsufficient funds, Courtesy Pay, transfers, or negative balances, if any, are set forth in the Fee Schedule.

b. Order of Payments

Checks, items and other transactions are processed in the order that we receive them, which may not be in the order you make them. We may, at our discretion, pay a check or item and execute other transactions on your account in any order we choose. The order in which we process checks and items and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks and process transfers, and withdrawals.

c. Right to Pay or Return

If a paper check, debit card, ATM, ACH or other electronic type transaction, our fees or charges, or withdrawals of any type, is presented without sufficient funds in your Account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). Courtesy Pay may not be used to honor items presented over the counter with a financial center representative. While we reserve the right to pay or not pay any item presented without sufficient funds, you may request that we not pay such items. In that case, we will return any item presented without sufficient funds (NSF). If you wish to exercise this option that we not pay such items you must contact us by calling us at (512) 467-8080 or toll free at (800) 252-8311 and inform us that you wish to opt out of Courtesy Pay. If you do not notify us, we retain the right, in our discretion, to pay our not pay any item presented without sufficient funds. We encourage you to make careful records and practice good account management. This will help you avoid writing checks without sufficient funds and incurring the resulting fees.

6. FACSIMILE SIGNATURES

If you choose to use facsimile signatures, you agree that:

- (i) It is impossible for us to determine whether or not a facsimile signature is genuine;
- (ii) We may honor any and all checks, drafts or other orders for the payment or withdrawal of money bearing or appearing to bear an authorized facsimile signature, even if the facsimile signature was made by an unauthorized person or the item on which a facsimile signature appears is itself a counterfeit item, or the facsimile signature is counterfeit.
- (iii) You assume full responsibility and will indemnify us for all items paid over a forged or unauthorized facsimile signature.

7. TRANSACTION LIMITATIONS

In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7) but not more than sixty (60) days before the intended date of withdrawal. Withdrawals will only be permitted if you have sufficient funds available in your account to pay the full amount of your withdrawal orders or you have an overdraft protection plan. If there are sufficient funds to cover some but not all of your withdrawal orders, we may permit those for which there are sufficient funds in any order we choose. We may refuse to allow a withdrawal, and will advise when required by applicable law if, for example: (1) there is a dispute between account owners; (2) a legal garnishment, attachment or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; or (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due.

In addition to the foregoing, if any person should instruct the Credit Union to make a large cash withdrawal (the definition of which shall be within the Credit Union's sole discretion) in lieu of other methods of transferring funds offered by the Credit Union, the Member hereby releases the Credit Union from any and all liability, claims and demands whatsoever which arise from or in any way relate to the Member's possession of any large sums of cash from the moment possession of same is made available to the Member; and Member will execute and deliver any further releases the Credit Union may require in connection with any such withdrawal.

a. **Closing Accounts.** You or the Credit Union may close your account at any time for any reason and without prior notice. If we close the account, we will mail you a check for the final balance to the address associated with your account. You will still be liable to us for any service charges, returned checks or overdrafts, which may occur after the account is closed.

When either you or the Credit Union close any accounts, certain funds may not be immediately made available to you upon closing. This is due to actions you have taken or your relationships with third parties that may result in certain holds that affect your available funds versus your actual funds. These holds are generally resolved with a period of 10 days. Once all these matters are cleared so that your accounts are no longer responsible for any sums these other parties may claim, then any remaining funds shall become available funds and will be paid to you.

b. **Transaction Limitations and the Credit Union's Business Days.** Except as may be otherwise specifically provided in our Agreements, all Transactions after our "daily cut-off time" and made on days that are not our business days as set forth herein will be treated, transmitted, recorded, etc., as applicable and appropriate as if received on the next business day that we are open. Deposits, orders, instructions, requests, etc., received by mail, electronically, at an unstaffed facility, or outside depository will be processed and credited only when actually received by us, and we shall have no responsibility until we actually receive the item.

8. STOP PAYMENT ORDER REQUESTS

In order for the stop payment request to be processed for six-months, we require a signature. You may stop payment on a withdrawal order or on any check, except for cashiers' checks, official checks or other cash equivalent items. We must receive your stop payment order at a time and in a manner which give us a reasonable opportunity to act on it prior to payment of the item. A STOP PAYMENT ORDER IS EFFECTIVE FOR SIX (6) MONTHS FROM THE DATE THE ORDER IS RECEIVED AND MAY BE RENEWED FOR ADDITIONAL SIX-MONTH PERIODS. We will accept stop payment orders issued by any person with signing authority on your account, regardless of who initiated the check or other withdrawal order, and even if more than one signature is required on a check or withdrawal order.

Stop payment orders are subject to our current charge for that service. You may place a stop payment order at any branch office, by calling us at the telephone number on your statement, by writing to us at the address shown on your statement, or by any other notice method we agree to honor. We will request information about the check or other withdrawal order to be stopped, which may include:

- Account number
- Name of party to be paid
- Amount
- Date
- Check number
- Your name and address

STOP PAYMENT ORDERS ARE PROCESSED BY COMPUTER. UNLESS THE AMOUNT OF THE ITEM AND OTHER INFORMATION ARE REPORTED ABSOLUTELY ACCURATELY, WE CANNOT ASSURE YOU THAT THE ITEM YOU WANT STOPPED WILL NOT BE PAID. In the event that we inadvertently pay an item over your valid stop payment order, we may refuse to re-credit your account if you owed the money to the payee(s). You will be required to provide evidence satisfactory to us of the amount of your loss. If we re-credit your account, you shall be deemed to have assigned to us all of your rights against the payee(s), both on the item and on the underlying claim, and we may require you to sign an affidavit that you did not receive full value from the transaction for which the check was issued and otherwise cooperate in our recovery efforts.

9. USE OF CHECK IMAGES AND SUBSTITUTE CHECKS

For each original check that you deposit, you hereby authorize us (and any collecting institution, returning institution, Reserve Bank or processor which subsequently receives the original check) to create an electronic image ("check image") of the original check, and to process that check image for collection, payment and return. You further authorize the destruction of the original check that has been imaged. We may in our sole discretion determine the manner in which to collect or return a check image. We may: (i) present or transfer the check image to the paying bank, a Federal Reserve Bank, a check clearing house, image exchange network, or other collecting bank or returning bank; or (ii) create a substitute

check and collect such substitute check (governed by the Check Collection for the 21st Century Act referred to here as the "Check 21 Act") instead of the check image.

A check image or a substitute check may be collected through one or more check clearinghouses, one or more Federal Reserve Banks, or pursuant to an exchange agreement with another depository institution. In such cases, you agree that the check image or substitute check is subject to the rules of that clearinghouse, Federal Reserve Bank, or exchange agreement.

You agree that we may debit your account for any of the following items: (i) a check image of an original check drawn on your account and presented for payment or collection, or (ii) a returned check image of an original check that was deposited by you. In these situations, we may debit your account without receipt of, or review of, the original check associated with the check image. In our sole discretion, we may return to a presenting bank, returning bank or paying bank or post to your account, a paper copy or paper representation of an original check (including without limitation an image replacement document or IRD, or a photocopy) drawn on or returned to your account that does not otherwise meet the technical or legal requirements for a substitute check.

You agree that a check image that is received or created by the Credit Union in the check deposit, collection or return process shall be considered a "check" and/or an "item" for all purposes under this Agreement and applicable law.

In addition, a check that you deposit with us, or that you draw on your account, may be truncated in the check collection process and replaced with a substitute check. You authorize us to pay, process or return a substitute check in the same manner as "check" or "item" under this Agreement. Substitute checks are governed under the Check 21 Act and the terms of this Agreement, to the extent not modified by the Check 21 Act.

You agree to indemnify and hold harmless us, our employees and agents from any loss, claim, damage or expense that you or any other person may incur directly or indirectly as a result of any action taken by us to process a check image or substitute check instead of the original check, including the destruction of the original check, as described above, to the extent permitted by applicable law.

10. DIVIDENDS

Dividends are subject to the approval of the Credit Union's Board of Directors and are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. The following provisions apply to dividend-bearing business accounts:

Not all business accounts pay dividends. You should refer to your UFCU Deposit Rates Sheet, which is incorporated herein by reference, to assess current dividends (if any), costs, fees and other charges.

Dividends will be calculated on your dividend bearing account and credited directly to your account as set forth below.

a. **Payment and Balance Computation.** Your dividend rate and annual percentage yield may change. At our discretion, we may change the dividend rate and Annual Percentage Yield on your account any time without notice to you. We may also change the manner in which dividends are calculated and/or credited to you, by posting the change in our branch offices, by making such information available upon request in our branch offices, or in any other manner required or permitted by law. If you desire current dividend rate and annual percentage yield information, please ask in any branch office or telephone your Credit Union representative.

We reserve the right to calculate dividends for those dividend bearing accounts which are used for business or other non-personal purposes, in a manner different from those dividend-bearing accounts which are used for personal, household or family purposes. We must report dividends on certain non-corporate accounts to the appropriate governmental agencies. It is your responsibility to give us your correct tax identification number and to make certain written certifications to us as required by law. If you fail to give us your number or the required certifications, we may withhold and pay to the government a percentage of the dividends earned on your account, as required by law. You may also be subject to government penalties.

b. **Dividend Payment and Balance Computation.** At our discretion, we may change the dividend rate(s) and Annual Percentage Yield(s) on your account at any time without notice to you. Dividends on all dividend-bearing commercial / member business deposit accounts referenced in this Agreement are compounded monthly and credited monthly or quarterly.

We use the daily balance method to calculate the dividends on your account. This method applies a daily periodic rate to the principal in the account each day. Tiered-rate accounts earn dividends on the entire account balance each day at the dividend rate and annual percentage yield in effect for that day's balance.

Dividends begin to accrue on dividend-bearing accounts no later than the business day we receive credit for the deposit of checks and other non-cash items.

Unless stated otherwise, the term "month" when used in this Agreement or any Schedule or other Addendum means monthly statement cycle.

11. STATEMENTS

We will make available to you in electronic form or send a monthly statement to the last address that you have specified for your account. This statement will list all transaction activity that relates to your account during the statement period and any other information required by law. Upon receipt, you should review your statement carefully. IF WITHIN 60 DAYS

OF RECEIPT OR AVAILABILITY OF THE STATEMENT OR OTHER WRITTEN OR ELECTRONIC REPORT OF YOUR ACCOUNT TRANSACTIONS, YOU FAIL TO NOTIFY US OF ANY PROBLEM OR DISCREPANCY THAT APPEARS ON THE STATEMENT OR REPORT, SUCH AS AN UNAUTHORIZED TRANSACTION OR THE FORGERY OR ALTERATION OF ANY ITEM CHARGED TO YOUR ACCOUNT, YOU MAY LOSE CERTAIN LEGAL RIGHTS. IN NO EVENT WILL WE BE LIABLE FOR ANY UNAUTHORIZED TRANSACTION OR ANY FORGERY, UNAUTHORIZED SIGNATURE OR ALTERATION OF AN ITEM ON YOUR ACCOUNT THAT IS NOT BROUGHT TO OUR ATTENTION WITHIN 60 DAYS OF THE DATE ON WHICH YOUR STATEMENT OR REPORT WAS RECEIVED OR MADE AVAILABLE TO YOU.

Notwithstanding the foregoing, the time period for notifying us or making a claim under the Check 21 Act, with respect to a substitute check or an image of a substitute check that is sent with a statement or that appears on a statement, will be as set forth in the Check 21 Act.

Please notify us in writing of any change in your address or e-mail address. You will be deemed to have received any information we mail to you five (5) business days after the information is mailed, even if it is returned to us as undeliverable. You will be deemed to have received information we hold at your request at the time we make such information available for you to pick up. You will be deemed to have received information we make available to you electronically on the date we make the information available for access by you.

12. INACTIVE OR DORMANT ACCOUNTS

If your account is inactive (i.e., you do not make any deposits or withdrawals) and you have not otherwise communicated with us about your account for the period provided by law, we will be required to transfer the balance of your account as "abandoned property" to the appropriate state authority. If your account is inactive for the period of time specified in our Fee Schedule, we reserve the right to impose an inactivity charge on your account. You also agree that if it becomes inactive, your account will be subject to any new fees or fee increases which go into effect during the period of inactivity.

13. ADVERSE CLAIMS TO FUNDS IN YOUR ACCOUNT

Without any obligation or liability, we may place a hold on your account in the amount of any funds for which there may be an adverse claim when we investigate the claim or until ownership of the funds is established to our satisfaction.

14. CHANGE IN ACCOUNT INFORMATION

You should notify us immediately of any change in the officers of your business or signing authority for your account and if there is a change in the business name or its structure, as well as any operational changes that may affect the transactions on your accounts. We may ask you to execute and deliver to us new account resolutions and signature cards before the change is made effective. You should also notify us in writing of any change in your address including your e-mail address and phone number.

15. TRANSFER OF OWNERSHIP

YOUR ACCOUNT IS NOT ASSIGNABLE OR TRANSFERABLE EXCEPT ON OUR RECORDS. We must approve any pledge of your account as security for a debt, and any pledge remains subject to our security interest and right of set off, unless we otherwise agree in writing. If you wish to transfer ownership of your account, we may require that your account be closed and a new one be opened by and in the name of the new owner(s).

16. DEATH OF SOLE PROPRIETOR

Following the death of a sole proprietor of an unincorporated business, the balance in the account shall be payable in accordance with applicable law upon presentation of appropriate qualification documents and any required tax release.

17. CHARGES TO YOUR ACCOUNT

Your account may be subject to various charges, including but not limited to item charges, a monthly service charge, charges for the use of certain account services, and late payment charges as set out in the Fee Schedule, statement or other fee disclosure we provide to you, and which are made part of this Agreement. Unless otherwise agreed, these charges will be deducted from your account balance automatically and may cause you to become overdrawn or your outstanding checks to be returned unpaid.

If funds in your account are attached, garnished, or levied against, or if we are prohibited by law from paying on your account, we may assess a legal process charge. We will debit your account for any expenses we may incur as a result of any such legal action. Any such legal action may reduce your account balance and cause your outstanding checks to be returned unpaid. We reserve the right to charge a fee for cashing checks you write. This fee will be collected from the payee at the time the check is cashed. If the payee refuses to pay our check cashing fee, we may refuse to cash your check, even if your check is otherwise properly payable, and we will not be liable to you for dishonor of your check, or otherwise, as a result of such refusal. You may contact your Credit Union representative to learn the amount of the fee.

We reserve the right to make changes to our fees and other charges from time to time. When practicable, notice of such changes will be given by mail addressed to the last address that you have specified for your account, and by making the information available to you in electronic form, or otherwise as required or permitted by law.

18. "E-MAIL" AND ELECTRONIC COMMUNICATIONS

You acknowledge and agree that much of the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate

the validity or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the e-mail address in your Membership Application and Signature Card, or any other application or written communication actually received by us. Any account owner, co-borrower, or authorized user may change the e-mail address for statements or other information from us at any time. The Credit Union may not immediately receive e-mail communications that you send. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through unsecured e-mail communications. You expressly consent and agree to us, our agents or any parties we authorize sending and your receiving any communications hereunder by e-mail or other electronic methods including any offers for Credit Union, affiliate or third party services and/or products.

19. INFORMATION

You agree to cooperate with us in any record keeping and reporting which we believe to be necessary to fulfill government requirements. We may record conversations we have with you about your account. When you access any services we offer/provide including telephone, online, and mobile banking to conduct transactions, the information you enter may also be recorded. By using any services you consent to such recording.

20. DISCLOSURE STATEMENTS

In connection with your account, we may give to you certain disclosure statements or policies, and may revise them from time to time. All such statements, policies and revisions shall be considered to be a part of this Agreement.

21. OUR STANDARD OF CARE

Our responsibility to you is limited to our exercise of ordinary care in performing the services covered by this Agreement. Substantial compliance with our standard procedures shall be deemed to be the exercise of ordinary care. We will have no liability to you for taking or not taking any action permitted but not required. We will not be liable for the action or inaction of any third party in handling items deposited to or withdrawn from your account. NO THIRD PARTY SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST US UNDER THIS AGREEMENT.

22. OTHER SERVICES

If you use other Credit Union services in connection with your account, and there is any inconsistency between the terms and conditions of the agreement for those services and this Agreement, then the terms and conditions stated in the agreement for the additional services shall control, but only to the extent necessary to avoid inconsistency with this Agreement.

23. AMENDMENT, WAIVER

We reserve the right to amend this Agreement from time to time, including the right to convert your account from one product to another. Where practicable, we will provide to you in electronic form or mail notice of an amendment to the last address which you have specified for your account, or notify you otherwise as required or permitted by law. Any waiver by us of any term or condition stated in this Agreement must be in writing and signed by a Credit Union officer and shall not be considered a waiver of any other or future obligation or right.

24. SEVERABILITY

In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement not held by the court to be invalid or unenforceable will continue in full force and effect.

25. WAIVER OF JURY TRIAL

YOU IRREVOCABLY WAIVE ANY AND ALL RIGHTS YOU MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT OR YOUR ACCOUNT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR YOUR ACCOUNT, ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS, OR ANY OTHER AGREEMENTS, TRANSACTIONS OR RELATIONSHIPS YOU MAY HAVE WITH US NOW OR IN THE FUTURE. YOU ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

26. GOVERNING LAW

This Agreement is governed by the laws and regulations of the state of Texas. This Agreement is also at all times governed by the laws and regulations of the United States of America. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in Travis County, Texas.

27. COSTS, EXPENSES AND ATTORNEYS' FEES

All owners of account(s) or service(s) with us agree, jointly and severally, to pay us for all costs and expenses, including attorneys' fees we may incur: (1) If it is necessary for us to bring any legal or other action to collect any sum you owe the Credit Union; (2) If we incur any costs or expense as a result of any order or instruction received from any owner or any owner's agent under this Agreement, any adverse claim, or legal process; your failure to comply with any obligation in this Membership Agreement or otherwise; (3) If we incur any expense as a result of any dispute, adverse or inconsistent claims; (4) If we bring any action contemplated in this Agreement; (5) If we successfully defend any claim against the Credit Union brought by any owner, agent, personal representative, executor, heir or other party in interest brought via any formal or informal process (including but not limited to arbitration or mediation) involving your accounts or services with us; or (6) If we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality

of any transaction(s) to/from your accounts or involving any services with us, or any request for information or documentation regarding any of your accounts and/or services with us. If you are responsible to pay us any costs of collection or legal expenses incurred in collecting any amount you owe; in enforcing or protecting our rights under this Agreement or otherwise; or as provided in this subsection, including but not limited to costs of repossession, repair, appraisal, and all other costs or expenses, you agree to pay us the actual amount of such costs and expenses together with reasonable attorneys' fees. In the case of any collection action you agree that 20% of the unpaid balance or such greater sum as may be appropriate based on the circumstances shall be a reasonable amount, unless applicable law specifically provides otherwise. Further, you agree to pay the Credit Union an additional sum for any costs, legal expenses or attorneys' fees incurred in any appellate, bankruptcy or post-judgment proceedings, except as limited or prohibited by applicable law. Any costs, expenses or fees hereunder will be paid from any of your account(s) with the Credit Union before payment to any owner or other party. If the amounts in your account(s) are not sufficient, then the owner(s) of the affected account(s) or parties to any applicable services will immediately pay any difference.

28. CREDIT UNION'S RIGHT TO INVESTIGATE

It is agreed that it is critical to the Credit Union and its members that the Credit Union have full rights to investigate all transactions, methods and means of making transactions to protect its members and the Credit Union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction(s) or other notification related to or arising from any transaction(s), methods or means of making transactions the Credit Union shall have full rights of investigation to extend to all persons, means and methods of making transaction.

It is expressly agreed that this shall specifically include the right to inspect and scan a member's or users access device(s) including but not limited to computers, tablets, and smartphones; and to report the Credit Union's findings of such investigation to all owners and/or users.

29. PRE-REQUISITE TO FRAUD – LOSS CLAIMS

If you carry special insurance for employee fraud/embezzlement, we can require you to file your claim with your insurance company before making any claim against us. In such event, we will consider your claim only after we have reviewed your insurance company's decision, and our liability to you, if any, will be reduced by the amount your insurance company pays you.

30. INDEMNITY, RIGHT TO REFUSE INSTRUCTIONS

If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections. An example of the kind of protection asked for would be your promise to protect the Credit Union against any claims (an indemnity). We may refuse any particular transaction, transaction type, or request when we in good faith believe that the transaction or request (1) may expose the Credit Union to a risk of loss; (2) may involve a fraud or a scam; (3) may be illegal; (4) is not accordance with any term or condition applicable to the relevant account; (5) may have been requested without proper authority; (6) would violate any applicable provision of any risk control program of the NCUA or applicable rule or regulation of any other federal or state regulatory authority; (7) is not in accordance with any other requirement of our applicable policies, procedures, or practices; or (8) otherwise not be in the best interest of the Credit Union.

31. GENERAL LIMITATION OF LIABILITY

The Credit Union will be liable only for its own gross negligence or willful misconduct and will not be responsible for any loss or damage arising from or in connection with: (1) any inaccuracy, act or failure to act on the part of any person not within our reasonable control, or (2) any error, failure, or delay in execution of any transfer resulting from circumstances beyond our reasonable control, including, but not limited to, any inoperability of communications facilities or other technological failure. Provided we have complied with our obligations under this Agreement, you agree to indemnify, defend, and hold Credit Union harmless against any claim of a third party arising from, or in connection with, this Agreement or the service we provide hereunder. We make no warranties, express or implied, in connection with the services we provide you under this Agreement, including, without limitation, the warranties of merchantability and fitness for a particular purpose. Credit Union shall have no liability for consequential, punitive, indirect or special damages under any circumstances. Credit Union shall not be liable for circumstances beyond its control, such as fire, flood, and other acts of God, that prevent a transaction from being completed.

MANDATORY ARBITRATION OF DISPUTES AND CLAIMS

Arbitration is a method of deciding disputes outside the court system. The parties agree and understand that they choose arbitration instead of litigation to resolve all claims and disputes not specifically excluded. This provision governs when and how any disputes you and we may have will be decided. Unless specifically prohibited by applicable law all disputes, claims, damages, choses in action, claims for injunctive relief or controversies arising from or relating in any way to the agreements, relationships, accounts, loans, or security agreements between you and us; the relationships which result or arise as a result of this Agreement; any rights, privileges or services you receive from us now or in the future; any claims or disputes arising in or ancillary to any bankruptcy or other insolvency proceeding; or the validity of this clause (together referred to collectively as Agreement), shall be resolved by binding arbitration by a single arbitrator chosen with the mutual consent of the parties. The arbitrator must be an attorney with more than ten (10) years experience or a retired judge. If for any reason the parties do not consent to an arbitrator within thirty (30) days from the date that notice of a claim or intent to arbitrate is provided to the other party, then an arbitrator will be selected pursuant to the Rules of the American Arbitration Association ("AAA"). This arbitration Agreement is made pursuant to a transaction in Interstate Commerce, and shall be governed by the Federal Arbitration Act ("FAA") at 9 USC § 1, et seq., as amended from time to time. It is understood and agreed that your Credit Plan Agreement(s), your accounts, all transactions on your accounts, and any dispute defined herein shall involve Interstate Commerce. If any dispute between us does not involve Interstate Commerce, such dispute shall be governed by the Arbitration Act for the State set forth in this Membership Agreement, as amended from time to time, in which case all references to the FAA herein shall be to said State Act. **If the State has no Arbitration Act, then the parties will be governed by the Rules of the American Arbitration Act in any matter not involving interstate commerce.** The parties agree and understand that the arbitrator shall have all power provided by the law and this Agreement to make and enter findings of fact and determination of judgment based on the parties' Agreements and applicable law, including but not limited to the rights of possession, off-set, property rights, money damages, declaratory relief, and injunctive relief. No arbitrator shall have the jurisdiction or authority to add to, take from, nullify or modify any of the terms of the Agreement. The arbitrator shall be bound by the facts and evidence submitted to him. Arbitration will be subject to the rules of procedure and evidence consistent with the Rules of the American Arbitration Association, and the Arbitrator will not apply federal or state rules. The decision of the arbitrator shall be final and binding and may be enforced in accordance with the terms of either the federal or applicable state law, except for any specific appeal right regarding a judgment under the FAA or a judgment for more than \$100,000. For these judgments, any party may appeal to a three-arbitrator panel appointed by and under the rules of the AAA. The decision of the panel will be by majority vote and will be final and binding except for any specific appeal right under the FAA. All provisions of this Arbitration Agreement will apply to the panel. Judgment upon the award rendered may be entered in any court having jurisdiction.

WITH THE EXCEPTION EXPLAINED HEREIN, THE PARTIES AGREE AND UNDERSTAND THAT ALL DISPUTES (INCLUDING ALL LEGAL AND EQUITABLE RIGHTS AND REMEDIES) ARISING UNDER CASE LAW, STATUTORY LAW, AND ALL OTHER LAWS INCLUDING, BUT NOT LIMITED TO, ALL CONTRACT, TORT, REGULATORY, AND PROPERTY DISPUTES WILL BE SUBJECT TO BINDING ARBITRATION IN ACCORD WITH THIS AGREEMENT. Notwithstanding anything hereunto the contrary, the Credit Union retains an option to use judicial or non-judicial relief to enforce a security agreement relating to any collateral pledged to secure the Agreements between the parties, to enforce all monetary obligations by you to the Credit Union so long as there is no dispute that is subject to mandatory arbitration, or to foreclose on any collateral securing your obligations to us by way of replevin, claim and delivery, or otherwise. The initiation and maintenance of an action for judicial relief in a court [on the foregoing terms] shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Agreement, including the filing of a counterclaim in any action brought by the Credit Union pursuant to this provision.

Any arbitration proceeding will take place in the federal judicial circuit where the Credit Union maintains a branch that is the closest Credit Union branch to your primary place of business. Each party must bear all of their own expenses, including the party's own attorneys, experts, and witnesses, regardless of who wins the arbitration, except to the extent that applicable law specifically requires otherwise. The rules of the AAA will be applied to any arbitration between the parties, except in the event of any inconsistency between this Agreement and the rules of the AAA, in which case this Agreement will govern.

BUSINESS CERTIFICATE ACCOUNTS

RATE INFORMATION

Please see our current Deposit Rate Sheet available at www.ufcu.org for current rate(s) and annual percentage yields. The APY reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. Dividends are paid the current rate at the time your account was opened. If the dividend rate and APY are fixed, then they will remain in effect for the initial term of the certificate reaches maturity. If the dividend rate and APY are variable, then the dividend and APY are based on the Credit Union's discretion as further described below. The rate for renewals shall be those rates in effect at the time the certificate renews. The APY stated is based on the assumption that dividends will remain in the account until maturity, a withdrawal of dividends or principal will reduce earnings.

VARIABLE RATE INFORMATION

If your rate is variable as indicated below, the rate is based on the Board of Director's discretion. We may change the rate at every dividend period. There are no limitations on the amount the rate can change.

COMPOUNDING AND CREDITING OF INTEREST

Dividends will be compounded and credited as set forth below. Dividends begin to accrue on the day you deposit noncash/cash items (e.g. checks) to your account. If you receive dividend payments during the term of your Certificates, dividends are not compounded. If you close your account before dividends are paid, you will receive the accrued dividends minus, if applicable, early withdrawal penalties.

MINIMUM BALANCE REQUIREMENTS

The minimum balance requirements for each account are set forth below. The par value of a share in this credit union is disclosed on the Fee Schedule.

BALANCE COMPUTATION METHOD

We use the Daily Balance Method to calculate dividends on your account. This method applies a daily periodic rate to the principal in the account each day.

EARLY WITHDRAWAL PENALTIES

The terms of your Certificates may obligate you to leave your funds on deposit with the Credit Union until the maturity date of your Certificates and/or renewed Certificates. Any withdrawal, which the Credit Union permits prior to the maturity date, will be subject to financial penalty (except in the case of death or legal incapacity of any owner of the Certificates). The amount of the penalty is calculated based on the lesser of (a) all accrued dividends on the certificate; or (b) 25% of the dividends on the entire term. If you withdraw funds before the maturity date, you forfeit either all accrued dividends or 25% of what would have been earned if the certificate had been held to maturity.

RENEWAL POLICY

Unless you instruct us otherwise, you hereby direct us to automatically renew your certificate(s) at maturity. You will have a grace period of 7 days after the applicable maturity date to withdraw the funds in the certificate without being charged an early withdrawal penalty. The dividend rate and APY for the renewed term will be set by the Credit Union. Automatic renewal feature does not apply to the following Certificate Account(s):

9 Month Business Promo Cert _____ (if available).

	Fixed Rate Certificate	Step Up Certificate
Rate is:	Fixed	Fixed
Dividends are Compounded:	Daily	Daily
Dividends are Credited:	Monthly	Monthly
Minimum Opening Deposit:	\$1,000.00	\$1,000.00
Additional Deposits:	Not Allowed	At time of step-up
Early Withdrawal Penalty: (see section above for more)	The amount of the penalty is calculated based on the lesser of: (a) all accrued dividends on the certificate; or (b) 25% of the dividends on the entire term.	

MONEY MARKET ACCOUNTS

Please see our current Deposit Rate Sheet for current Annual Percentage Yields (APY) and any applicable tiers.

Rate is: Variable and Tiered

Dividends are Compounded: Daily

Dividends are Credited: Monthly

Minimum Opening Deposit: \$2,500.00

Bonus Dividend: Upon engaging in ten (10) or more checking transactions in a given month, existing account holders may receive bonus dividend rates paid on Money Market Accounts for that month. Bonus Dividends are compounded daily and credited monthly and are paid on balances up to \$10,000.00. Balances in excess of \$10,000.00 will earn dividends at the current available rate.

TERMS AND CONDITIONS OF YOUR CHECK CARD SERVICES WITH THE CREDIT UNION

This Agreement explains the rules which govern your check card account(s) and account services with us. Please read this Agreement carefully and keep them in a safe and convenient place. All Credit Union services are further governed by the terms and conditions set forth in any other application or agreement we require; together with the Credit Union's Bylaws, policies and procedures, which are herein collectively referred to as "Agreement".

COMPANY ACKNOWLEDGES AND UNDERSTANDS THAT THE CARDS ISSUED UNDER THIS AGREEMENT WILL NOT BE TREATED AS CONSUMER CARDS UNDER THE PROVISIONS OF STATE AND FEDERAL LAW. CUSTOMER WILL NOT HAVE THE BENEFIT OF ANY LIMITATIONS OF LIABILITY WITH RESPECT TO THE UNAUTHORIZED USE OF THE CARDS. CUSTOMER ACCEPTS AND AGREES TO UNDERTAKE THE ADDITIONAL RISK ASSOCIATED WITH USE OF BUSINESS PURPOSE CARDS AND AGREES TO ASSUME THE GREATER MEASURE OF LIABILITY DESCRIBED IN THIS AGREEMENT.

Definitions: In this Agreement the words "**you**" or "**your(s)**" means the Company or commercial entity with whom this Agreement is made together with all authorized users as explained herein. "**We,**" "**us,**" or "**our**" means the Credit Union. "**Authorized User**" means any person who has actual, implied or apparent authority, or to whom any owner has at any time given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If any Authorized User authorizes anyone to use the Company's access device(s), that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. This authorized user definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

1. Liability and Promise to Pay. Company agrees to be unconditionally and without limitation liable for all Transfers effectuated by use of the Visa® Business Check Cards, whether authorized or unauthorized, whether utilized by Authorized User(s) or some other person, and whether arising from cards lost, stolen, or counterfeited. All employees who are granted use of any Access Device(s) shall be deemed third party beneficiaries of the accommodation extended hereunder and of the terms and conditions of this Agreement.

The Credit Union will be liable only for its own gross negligence or willful misconduct and will not be responsible for any loss or damage arising from or in connection with: (1) any inaccuracy, act or failure to act on the part of any person not within our reasonable control, or (2) any error, failure, or delay in execution of any Transfer resulting from circumstances beyond our reasonable control, including, but not limited to, any inoperability of communications facilities or other technological failure. Provided we have complied with our obligations under this Agreement, you agree to indemnify, defend, and hold Credit Union harmless against any claim of a third party arising from, or in connection with, this Agreement or the service we provide hereunder. Credit Union shall have no liability for consequential, punitive, indirect or special damages under any circumstances. Credit Union shall not be liable for circumstances beyond its control, such as fire, flood, and other acts of God, that prevent a transaction from being completed.

2. Issuance of Cards and/or Access Device(s): Card(s) and/or Access Device(s) (together "Access Device(s)") will be used by your employees, agents, or other persons to whom the Access Device(s) are provided (all of whom shall be deemed "Authorized User(s)" under the terms of this Agreement) to initiate withdrawals or transfers from your Company's account(s) via ATMs, through participating Visa merchants, and other transactions using such Access Device(s). Company represents to the Credit Union that the Access Device(s) are intended to be used for business, commercial, or agricultural purposes, and not for personal, family or household purposes. The use of Access Device(s) for any consumer purpose is a breach of this Agreement and may result in the immediate termination of the Agreement.

Prior to using any Card, Company shall confirm to Credit Union that Company has received the Card and related Personal Identification Number ("PIN") in the manner stated in the materials that accompany the Card. Company agrees such verification procedures constitute a commercially reasonable means of verifying that the person who is using the Card is authorized to do so on behalf of the Company, whether or not any subsequent transaction made using the Card requires the use of the PIN. Credit Union is authorized to debit the Company's account for each purchase, cash withdrawal, or other transaction made with the Access Device(s), unless the Credit Union has received a Notice of Cancellation in the manner set forth below and the Credit Union has had a reasonable time to act on such notice. Customer acknowledges that it is responsible for payment of all transactions arising from the use of the Access Device(s).

3. Requesting New/Additional Access Device(s): Company may request that new Access Device(s) be issued to additional Authorized User(s) by providing the Credit Union with written notice of (1) the number of Access Device(s) to be issued; (2) the name(s) of the Authorized User(s); and (3) any other pertinent information required by Credit Union.

Company agrees (1) to instruct its Authorized User(s) to use the Access Device(s) only in accordance with this Agreement and any internal policies that Company may establish regarding the use of the Access Device(s); (2) that any policies that Company has established regarding the use of Access Device(s) have not been reviewed by and are not binding on Credit Union or any network that accepts the Access Device(s); (3) Company will maintain sufficient funds in the account to cover transactions made with Access Device(s) and will indemnify and hold Credit Union harmless for any transaction made using the Access Device(s); (4) Company is solely responsible for the security of the Access Device(s) and for the actions of any person that Company permits to use the Access Device(s), and for all use of the Access Device(s) whether by an Authorized User or by another person, unless Company has provided a Notice of Cancellation as set forth above and the Credit Union has had a reasonable period of time to act on the notice; and (5) there are no limits to the Company's liability if the Card or PIN is lost or stolen, except as set forth herein.

4. Consent to the Scope of Rules Governing these Service(s): Company consents to be bound by the terms of this Agreement and any other agreements it has with Credit Union, together with all applicable state and federal laws and regulations, other industry rules and regulations, and normal banking customs and practices. This Agreement includes any Rules issued by third parties including but not limited to the National Automated Clearing House Association or VISA, which rules are incorporated herein by reference. In addition, this Agreement shall be governed by applicable operating circulars of any Federal Reserve Bank, any applicable federal laws and regulations. To the extent that the terms of any such third-party agreements provide for specific processing, reporting or other time periods, or require you to make any claims or provide any notifications or responses, then the third parties' requirements and rules shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement.

5. Notice Obligations of the Company: Company shall immediately provide Credit Union with a notice that a Card has been lost, stolen, misplaced, or used without authorization, or that Company wishes to cancel or terminate a Card (any such notice is called "Notice of Cancellation"). Any Notice of Cancellation may be made by calling the Credit Union at the branch locations where the card was issued, but Company shall follow any oral notice with a written notice confirming the oral notice within two (2) business days. Any Notice of Cancellation must refer to the Card number, and a written Notice of Cancellation must be addressed as follows: The Company will use its best efforts to recover and terminate the Card, and to promptly return it to Credit Union. Credit Union will not be obligated to act on any oral or written Notice of Cancellation unless the notice has been delivered to the telephone number or mailing address set forth above, the notice has actually been received by the Credit Union and the Credit Union has had a period of not less than two (2) business days after actual receipt of a Notice of Cancellation to act thereon. Even after a Card has been cancelled, transactions for which Credit Union is responsible under applicable network rules may be posted to the account.

6. VISA – Liability Protection Under Visa's Zero Liability Policy: These terms apply only to transactions conducted via the VISA Network. Company understands that Visa's Zero Liability Policy shall protect it against unauthorized Credit Union transactions that may be made with an Access Device "IF" the transaction(s) are processed through the VISA Network. Visa's Zero Liability Policy covers U.S. issued cards only and does not apply to commercial transactions not processed directly via the VISA Network. If Company suspects any Access Device(s) have been lost or stolen, Company may not be responsible for any unauthorized purchases if Company reports the theft promptly. Upon notification from Company of unauthorized Business Check Card transactions, Credit Union shall limit Company's liability for those transactions to zero. The Credit Union requires such notification to be received within 60 calendar days of the mailing date of the first statement showing any unauthorized VISA Network transaction(s). In evaluating Company's claim, Credit Union shall consider whether negligence on Company's part has contributed to the transaction(s) in question. Company may be responsible for a loss if, based on substantial evidence, it is reasonably determined that Company was negligent or fraudulent in the handling of any Access Devices or account. Credit Union may provide Company with provisional credit for unauthorized VISA Network transactions within five business days from receipt of notification. Additionally, Credit Union may require written confirmation of the unauthorized VISA Network transactions before providing any provisional credit.

7. Liability Protection for transactions conducted via non-VISA networks. You are solely responsible for the use of your Card(s) and PINs and all purchases, cash advances, and other charges incurred under the Card, regardless of whether such use may be characterized as authorized or unauthorized use, or whether such use was done with or without Company's permission. To mitigate your losses, you should notify us immediately, orally or in writing, at the above address or phone number. Company also guarantees payment of all charges and agrees to indemnify us for any resulting damages from such use, including all reasonable costs and attorney's fees. Company specifically agrees that we may exercise our security interest in your funds on deposit with us, and to offset such funds against any amounts owed, as a result of such use by Cardholders and non-Cardholders.

8. HOW TO NOTIFY US CONCERNING ERRORS, QUESTIONS OR TELEPHONE TRANSFERS: Call us at (512) 467- 8080 or (800) 252-8311. Or write to us at PO BOX 9350, Austin, Texas 78766-9350.

9. Overdrafts. An overdraft occurs when, on any day, the funds in your account are not sufficient to cover drafts, fees or other items posted to your account, whether the transaction was made by check, electronically, or otherwise. Our determination of an insufficient account balance may be made at any time between presentation and our midnight deadline with only one review of the account required. We do not have to notify you if your account does not have funds to cover drafts, fees or other posted items. Whether the item is paid or returned, your account may be subject to a charge as set forth in the Fee Schedule. Except as otherwise agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay a draft or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately.

Overdraft Protection Plan Agreement. If we have approved an overdraft protection plan for your account , we will honor drafts drawn on insufficient funds by transferring funds from another designated account under this Membership Agreement or a loan account or credit card account, as you have directed, or as required under our overdraft protection policy. The fee for overdraft transfers, if any, is set forth on the Fee Schedule. You will not have any overdraft protection if the designated account has insufficient funds to cover the transaction or if the loan or credit card account has insufficient credit available. If the protected account is a joint account, you acknowledge and agree that transactions causing overdrafts made by a joint owner will be paid under the overdraft protection plan even if the designated account or loan or credit card account is not jointly owned or jointly made. If there is any conflict between this provision and any provisions regarding overdrafts contained in an applicable loan agreement or credit card agreement, the loan agreement or credit card agreement shall govern.

Overdraft Courtesy Pay Agreement. Under our Courtesy Pay program, if you are in good standing with us, we may honor your overdrafts, up to amounts set forth by Credit Union policies. Such amount(s) also include our standard NSF fee and our Courtesy Pay fee. We may honor overdrafts at our sole discretion and charge you the NSF or Courtesy Pay fee. This is a privilege that we offer and requires opt-in on the member's part. It is not a loan. You can set up alerts each time an overdraft occurs. We have no obligation to continue offering it and may discontinue this service at any time without notice to you. If you have an overdraft protection plan, we will look to that plan for funds to cover overdrafts before we use the Courtesy Pay program. This Courtesy Pay program does not relieve you of your obligation to replenish the funds in your accounts and to pay all obligations owing to us, including overdrafts and related fees. You are considered to be in "good standing" if the following conditions are met: (1) you bring your account to a positive balance at least once every 45 days; (2) you are current on all loans and obligations; (3) no past charge-offs that have not been fully recovered; (4) there are no tax levies, garnishments, or receiverships or other legal action against your account. You are not in good standing if you have:

- A delinquent loan;
- A regular Savings Share account balance below the \$5.00 minimum;
- An unresolved deposited returned check;
- Unpaid or uncollected Credit Union fees;
- A negative balance on an account; or
- Caused a financial loss to the Credit Union.

The Courtesy Pay program is not available on the Ability Account or any non-checking accounts.

Transaction Posting order: Transactions are posted in the order they are received. Processing methods vary dependent upon the way the transaction is received; i.e. ACH and Bill Pay have different processing times. Please contact UFCU for more information.

10. Statements: Each month the Company will receive access to an account statement showing, among other things, all debits made by use of the Access Device(s). Company agrees to promptly review the account statement and notify Credit Union in writing at the address indicated above of any disputes regarding any Card transactions.

11. Disclosures to Others: Credit Union will disclose information to third parties about your account: (1) where it is necessary for completing a transaction; (2) in order to verify the existence and condition of your account for a third party, such as a merchant; (3) in order to comply with a government agency or court order; (4) if you give us written permission; or (5) as otherwise required by applicable law.

12. Lien to Secure Obligations: Company grants Credit Union a consensual security interest in all of its deposit accounts to secure payment of all amounts owing at any time under this Agreement. Company authorizes Credit Union to hold and apply funds in any of its deposit accounts maintained at Credit Union against any present or future indebtedness Company may have to Credit Union.

13. Termination: Credit Union shall have the right, at its sole discretion, to terminate Company's privileges hereunder. All cards shall be canceled effective upon termination of this agreement and Company shall return all cards to Credit Union. Company shall remain liable for all debits or other charges incurred or arising by virtue of the use of the Access Device(s) prior to the termination date.

14. Temporary Holds. To facilitate certain electronic transactions we may place temporary holds on funds in your accounts. These holds may be for periods of 36-hours or more. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions; Therefore, transactions may be processed after the expiration of any such temporary holds, and it is your obligation to ensure that sufficient funds are on deposit at all times to cover the your transactions. In addition, most transaction networks and the rules they operate under allow merchants to obtain approvals for sums greater than the actual amount of the charge that will eventually be debited from your account. Therefore, there may be a temporary freeze against all or a portion of your funds that cannot be used for other transactions, which can result in an overdraft. Both the Credit Union and you are subject to these network transaction rules, which are the standard for the debit card industry. **In some instances (e.g., hotels and car rentals) the merchant will obtain authorization for up to three times the expected billing, which can remain against your account for the time periods indicated. Therefore, Credit Union recommends you do not use your debit card when checking in at hotels or renting cars.** Note: Using your debit card to settle your bill at departure does not generally subject you to the delayed hold release. You are fully responsible for managing your account in light of these considerations, which are not within the Credit Union's control; and you are responsible for any overdrafts that occur due to such holds imposed via the parties with whom you transact business using the services governed by this Agreement.

15. General Terms: Credit Union may from time to time amend the terms of this Agreement to the extent allowed by applicable federal and state law, which amendments shall apply to all transactions on your account(s). This Agreement and all services provided under this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Company agrees that venue for any action brought under this Agreement shall be in the State and county where Credit Union maintains its Principal business offices. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any Transaction or series of Transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any owner, user or other applicable person/party; or to enforce any of our rights with respect to other Transactions. Any such waiver shall not modify the terms and conditions of this Agreement. Any controversy or claim arising out of or relating to this Agreement, including any breach of the Agreement, shall be settled by binding arbitration before a single arbitrator in accordance with Texas law and the Commercial Arbitration Rules of the American Arbitration Association. Credit Union and Company expressly consent to venue and arbitration in Austin, Texas. The decision of the arbitrator is final, and there shall be no right of appeal. Any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The fees and costs of the arbitrator shall be shared equally by Credit Union and Company. The prevailing party shall be entitled to recover its reasonable attorney fees and costs.

16. Transaction Limitations and Fees:

a. Point-of-Sale Transactions - frequency and dollar limitations

There are no limits on the number of transactions per day. You may not exceed \$7,500 in point-of-sale transactions per day for Business Checking accounts or \$10,000 in point-of-sale transactions for Premium Business Checking accounts.

b. ATM Operator/Network Fees - When you use an ATM not owned by the Credit Union, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

c. Additional Charges for Transactions in a Foreign Currency and "Cross-Border" Transactions. Currency Conversion Fee: If you effect or authorize a transaction with your access device in a currency other than US Dollars, VISA / MasterCard will convert the charge into a US Dollar amount. The VISA / MasterCard currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by VISA / MasterCard, as applicable. The exchange rate VISA / MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of up to 1% will be applied to transactions that are converted from foreign currencies to U.S. dollars. **International Service Fee:** In addition, VISA / MasterCard charges us a Cross- Border Assessment up to 1% on each transaction on all cross border transactions regardless of whether there is a currency conversion. For purposes of this section, "cross-border transaction" shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The International Service transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.

Inappropriate Transactions. You warrant and agree that you will not use any Credit Union accounts or services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Third Party Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

UNIFORM COMMERCIAL CODE FUNDS TRANSFERS AGREEMENT AND DISCLOSURE

- 1. Summary and Definitions.** This Agreement governs the movement of funds by means of funds transfers defined in Article 4A of the Uniform Commercial Code, Subpart B of Regulation J of the Board of Governors of the Federal Reserve System (generally referred to as "Fedwire" or "wholesale" wire transfers), and as may be applicable the operating rules for the National Automated Clearing House Association ("NACHA"). This Agreement does not apply to any transaction or any part of any transaction governed by the Electronic Funds Transfer Act and Regulation E. To the extent that the terms of this Agreement vary from the other agreements or disclosures in this Booklet, this Agreement shall govern. Further, to the extent that this Agreement varies any provision of Article 4A, Regulation J or the operating rules of NACHA, this Agreement shall govern, except where specifically prohibited by applicable law.
- 2. Services Available.** You authorize us to transfer funds in accordance with your request(s) to and from your account(s) with us, or to and from another institution. Transfers shall be made according to any security procedures we deem appropriate or as specifically agreed upon as provided herein. We may debit any of the accounts you designate as a source of payment for funds transfers and any related fees and service charges. We will have no obligation to accept or execute any payment order if (1) the account(s) from which it is to be made does not contain sufficient available collected funds; (2) the payment order is not authorized or does not comply with applicable security procedures; or (3) acting in good faith we have reasonable cause for rejecting the payment order.
- 3. Person(s) Authorized to Make Transfers.** You agree that you, any joint owner of an account, or any person authorized by a written instrument by you or any joint owner, that is acceptable to us, may initiate, request, cancel, amend or verify transfers on your account(s). We may rely on the authority of any person(s) designated by you or any joint owner until we receive written notice revoking or modifying that authority.
- 4. Security Procedure(s).** We may establish security procedures to verify the authenticity of a payment order. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify us in writing that you do not agree to that security procedure. In that event, we shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree in writing to an alternate security procedure. You authorize us to record any telephone communications regarding any transfer order, which we may maintain for any period of time we deem appropriate.
- 5. Time Limitations for Acceptance of Orders.** We may establish and change cut-off times for the receipt and processing of funds transfer orders, amendments or cancellations. Our transfer business days and cut-off times are set forth in the Schedule, as amended from time to time. Transfer orders, cancellations or amendments received after the cut-off time may be treated as received on the next business day, and processed accordingly. Your request for transfer(s), amendment(s) and cancellation(s) is considered accepted when executed by us.
- 6. Cancellation or Amendment of Transfer Request(s).** You may not be able to cancel or amend a request after it is received by us. However, we may, in our sole discretion, use reasonable efforts to act on your request for cancellation or amendment. Any request for cancellation or amendment is subject to applicable security procedure(s). We shall have no liability if such cancellation or amendment is not effected. Furthermore, you agree to indemnify and hold us harmless from any and all liabilities, costs and expenses we may incur in attempting to cancel or amend any transfer.

7. **Member Instructions Identifying Beneficiary or Financial Institution.** You acknowledge and agree that when you provide us with the name and account number when requesting a transfer, that payment may be made solely on the basis of the account number even if the account number identifies a beneficiary different from the beneficiary named by you. Further, payment instructions identifying a beneficiary's financial institution name, routing and transit number may result in payment solely on the basis of the routing and transit number even if the name of the institution does not correspond to said numbers. You further agree that your obligation to pay the amount of the wire transfer to us is not excused in such circumstances. Likewise, wire transfers received by us for your benefit may be paid by us solely on the basis of account number.

8. **Account Statements and Notices.** All transfers subject to this Agreement will be reflected on your periodic account statement(s). Notification of receipt of all such transfers will be provided by including such item in the periodic account statement(s) we provide to you. You may inquire whether a specific transfer has been received at any time during our normal business hours.

You agree to review each statement or other notice for any discrepancies in connection with transfers. If you think a transfer is not authorized, wrong, or if you need more information about a transfer, you must contact us in writing upon discovery of the error or within 30 days after you receive the first notice or statement that reflects the discrepancy you allege, whichever is earlier. Failure to do so will relieve us of any obligation to pay dividends or otherwise compensate you for the amount of any unauthorized or erroneous transfer.

9. **Method Used to Make the Wire Transfer.** We may select any means for the transmission of funds we consider suitable, including but not limited to the Credit Union's own internal systems or Fedwire. Any subsequent financial institution may also use Fedwire. Any use of Fedwire shall be governed by applicable Fedwire regulations. The Credit Union is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another party, refusal or delay by another financial institution to accept the transfer, war, emergency conditions, fire, earthquake or other circumstances not within our control.

10. **Limitation of Credit Union's Liability.** In addition to any defense or exception from liability provided in this Agreement or applicable law, the Credit Union shall not be liable in any case for any special, indirect, exemplary, consequential or punitive damages (including lost profits). Further, we shall in no case be responsible for the payment of any attorneys' fees or other legal expenses whatsoever. If we become obligated to pay dividends to you under applicable law, you agree that the dividend rate shall be equal to the dividend rate applicable to the account on which the transfer was made.

11. **Provisional Payment.** We may in our sole discretion give you a credit for automated clearing house (ACH) payments or wire transfers before we receive final settlement of the funds transfer. We reserve the right to reject any such payment or transfer without liability to you. Any such credit is provisional until we receive final settlement. If we do not receive such settlement, we are entitled to a refund from you in the amount provisionally credited.

12. **Choice of Law.** We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with the laws and as provided in the operating rules of the National Automated Clearing House Association.

ELECTRONIC FUNDS TRANSFER AGREEMENT - Commercial Accounts

This Electronic Funds Transfer Agreement ("Agreement") is the contract which governs the rights and responsibilities of both parties regarding electronic funds transfer services offered by us. ("Account" means any one or more of your savings, money market, and checking account(s) you have with us. Electronic funds transfers are electronically-initiated transfers of money from or to your account through the various services described below. By signing an application or account card for EFT services, or by accessing any service, you agree to the terms and conditions in this Agreement, and amendments thereto, and any other agreements that may govern your accounts. We may refuse any transaction which would draw upon insufficient funds, lower an account below any required minimum balance, exceed a credit limit, or otherwise require us to increase our required reserve on an account.

Suspension of electronic services and access to share or deposit accounts. Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your loan or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services

TYPES OF ELECTRONIC FUND TRANSFER SERVICES. The following describes the services, if approved, that are available, and some limitations that apply:

1. **ATM Card.** You may use your ATM card and PIN (Personal Identification Number) to:

- Withdraw funds from your savings, checking, money market, and line of credit accounts.
- Make deposits to your savings, checking, and money market accounts.
- Transfer funds between your savings, checking, money market, and line of credit accounts whenever you request.
- Obtain balance information on your savings, checking, money market, line of credit, and loan accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Take an advance from your line-of-credit account.

Limitations. The following limitations will apply to your ATM Card:

The total maximum dollar amount of cash withdrawals (money market, Savings, line of credit, and checking combined for each category) per day is: The Cash withdrawal amounts are subject to change without notice.

- Business Checking account holders: \$3,000
- Premium Business Checking holders: \$3,000

Sufficient funds must be available to make any withdrawal.

- For security reasons, there are other limitations to frequency and number of transfers you may make at ATMs.
- Your available account balance may be reduced for preauthorizations for 3 business days or until the transaction clears.

2. **Visa® Debit Card***. You may use your Visa Debit Card and PIN to perform all of the functions listed above in the ATM Card Access section. Additionally, you may also:

- Make POS (Point of Sale) transactions to purchase goods or services at POS terminals that have the Visa logo.
- Pay for purchases at places that have agreed to accept the Visa Card.
- Order goods or services by mail, telephone, or via the Internet from places that accept the Visa Card.
- Pay bills or make other transactions on Non-Visa Networks (STAR®, ACCEL®) without a PIN**

Some services on ATM or Debit Cards may not be available at all terminals. The amount of purchases and/or cash obtained (if permitted) will be deducted from your checking account. Advances from your line-of-credit account are loans that must be repaid by you, and are governed by your line-of-credit agreement.

*VISA® is a trademark of Visa International Service Association and is used under license.

**Non-Visa PIN-less transactions will not be processed as Visa transactions and therefore will not include Visa's zero liability or chargeback and dispute resolution benefits. Additionally, provisions of this agreement relating only to Visa transactions are not applicable to non-Visa and PIN-less debit transactions.

Limitations. The following limitations will apply to your Card:

Business Checking account holders:

- Maximum Daily amount of cash withdrawals (Money Market, Savings, Line of Credit and checking combined) \$1,500.00
- POS withdrawals from the checking account are subject to a maximum daily amount of \$7,500.00 provided you have sufficient funds

Premium Business Checking holders:

- Maximum Daily amount of cash withdrawals (Money Market, Savings, Line of Credit and checking combined) \$2,000.00
- POS withdrawals from the checking account are subject to a maximum daily amount of \$10,000.00 provided you have sufficient funds
- For security reasons, there are other limitations to frequency and number of transfers you may make at ATMs.
- Your available account balance may be reduced for preauthorizations for 3 business days or until the transaction clears.
- You are not allowed to make deposits at an ATM that we do not operate or own.

3. Electronic Check Conversion & Electronic Returned Check Fees. If you pay for something with a check, you may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (1) pay for purchases or (2) pay your bills. When your check is used to initiate an electronic funds transfer in this way, you authorize the funds to be debited from your account as soon as the same day, and your check may not be returned to you. You also authorize a one-time electronic funds transfer to pay a Returned Check/EFT fee or Non-sufficient Funds fee if you have insufficient funds.

4. Preauthorized Electronic Funds Transfers. You may authorize periodic or recurring automatic payments from, and deposits into, your designated account(s). Examples of such transfers include direct deposit of your paycheck or Social Security check into your designated Credit Union account; automatic payment(s) from your designated Credit Union account to third parties; and automatic payment from your designated Credit Union account for loan payments or other amounts you owe us.

The frequency and amounts of these preauthorized transfers will be subject to and in accordance with the authorization that you sign, and any separate agreement you have with the originator of the transfer.

5. Smart Teller or Telephone Banking. You may access your accounts via our touch-tone telephone system. You may use telephone access to:

- Transfer funds between your savings, checking, and money market accounts;
- Obtain balance, account activity, and other information on your savings, checking, and money market accounts;
- Make loan or credit card payments from your savings, checking, and money market accounts;

The telephone access service is available twenty-four (24) hours a day, but may be inaccessible for a short period each day for data processing.

6. Internet Banking Transactions. We offer a Home Banking service that you may access from a personal computer that has Internet access. You will need your assigned password and member number or user name to access your accounts, as instructed when you log on. You may use this service for the following:

- Make transfers between your savings, checking, money market, and line of credit accounts;
- Obtain balance information on your savings, checking, money market, and loan accounts;
- Make payments on your Credit Union loans from your savings and checking accounts;
- Access internet bill pay services to make payments to various creditors;
- Verify whether a check or other item has cleared your account;
- Obtain information on interest paid on loan accounts;
- Make transfers to other University Federal Credit Union account holders;
- Make transfers into accounts you hold at other financial institutions;
- Access or utilize other services that we may make available to you from time to time.

Our Home Banking service will be available to you 24 hours a day, but may be interrupted for a short period of time each day for data processing. Security protocols will be in place, such as electronic lock-out if there are numerous unsuccessful attempts to enter a transaction, and limits on the duration of access.

You will also be required to comply with instructions and agreements provided on-line when you log onto the Home Banking service.

7. Online Bill Payment Services. Through our online Home Banking service, we offer Bill Pay services so that you may pay your bills to third-party creditors and payees electronically. You must agree to the online bill payment services agreement included on the bill pay services website, which agreement is incorporated by reference herein. You may also be required to comply with other instructions and agreements provided on-line when you log onto the Bill Pay service.

FEES. There are certain fees and charges for using electronic funds transfer services. For a current list of the types and amounts of these fees, please see your Fee Schedule that was provided to you. ATM Fees: Additionally, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. The amount of this fee will be disclosed to you by the owner of the ATM.

USE OF EFT CARDS AND SERVICES.

Ownership: any card or other access device that we provide you remains our property and must be returned to us, our agent, or to any person who is authorized to honor the card according to our instructions. We may repossess the card at any time in our sole discretion without demand or notice to you. You cannot transfer the card, access code, or account to another person, and you will be liable for any transfers made by anyone to whom you give your card or access codes.

Honoring the Card(s); Refunds: Neither we nor the merchants authorized to honor the card will be liable for failure or refusal to honor your card, access device, or code. If a merchant agrees to provide a refund or adjustment to you, you agree to accept a credit to your account instead of a cash refund.

Illegal Transactions: You shall not use your card to make any illegal transaction as determined by applicable law. We may decline any transaction that we believe to be illegal, including but not limited to any transaction involving or relating to any gambling activity. We will have no liability or responsibility for any such use or for declining any such transaction. You further agree to indemnify and hold us harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

Foreign Transactions; Currency Conversion: Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The conversion rate in dollars will be (1) a rate selected by Visa International from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives; or (2) the government- mandated rate in effect for the applicable central processing date in each instance. All transactions processed outside of the United States (which may include internet transactions) will be charged an International Service Fee in the amount disclosed on your Fee Schedule, even if you are located in the United States.

Security of Card and Access Codes. The access codes issued to you are for security purposes and any codes issued to you are confidential and should not be disclosed to anyone else or recorded on or with the card. You agree to safeguard the codes and agree not to disclose or otherwise make available your cards or codes to anyone not authorized to sign on your accounts. If you authorize someone to use your access codes, that authority shall remain in place until you specifically revoke that authority by notifying the Credit Union.

Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners including any authorized users, shall be bound by the terms and conditions of this Agreement. You understand and agree that any joint owner you authorize to use an access code may withdraw or transfer funds from any one of your accounts without your prior notice or permission, and we will not be liable to you in any way. Each of you jointly and severally shall be responsible for any and all transactions under this Agreement regardless of which owner accessed the accounts or used the services. Each joint account holder is authorized to act for the others, and we may accept orders and instructions regarding any transaction on any account from any owner. We can refuse to follow conflicting instructions.

Reversal of Transactions. You may not reverse any transaction when using your card to pay for goods or services by transferring funds through a terminal.

No Right to Stop-Payment for Terminal Transactions. Transfers made by terminal may be executed immediately. This means that a cash withdrawal or other debit transaction is immediately deducted from your account; there is no "float" time and therefore there is no effective way of stopping the transaction.

LIABILITY FOR UNAUTHORIZED USE. Tell us AT ONCE if you believe your ATM or Debit Card or any of your access codes have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down.

For cards with the Visa logo, and PIN-less debit card transactions over Visa Networks (and the access codes associated with those cards): You will not be liable for any amount unless we can prove that you were negligent in the handling of your card. If you write your PIN on your Card or otherwise keep the PIN with the Card, you may be negligent.

Under no circumstances, however, will you be liable for more than \$50 if you tell us within 2 business days after you learn of the loss or theft of your card or access code and someone used your card or access code without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or access code, and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.

You should always save your terminal receipts, keep a record of your transactions, and reconcile your receipts with your periodic statements. **If your statement shows transfers that you did not make**, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was provided 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.

You are liable for all transfers or purchases made via your card(s), access code(s) or passwords that you authorize or allow. If you give your card, access code, or password to someone else, you are responsible for all transfers or purchases that that person makes with your card or via the service that he or she accesses, even if that person uses the card or code in a way that you did not anticipate or intend. You may revoke your permission for the other person to use your card by notifying us in writing, and allowing us reasonable time to act on your notification.

If you believe your card or access code has been lost or stolen, call: (512) 467-8080 (800) 252-8311 during normal business hours or write: P.O. Box 9350, Austin, TX 78766. You should also call this number or write to this address if you believe a transfer has been made using the information from your check without your permission.

BUSINESS DAYS. For purposes of this agreement, our business days are Monday through Friday, 7:00 a.m. CT - 7:00 p.m. CT. Holidays and weekends are not included.

DISCLOSURE OF YOUR INFORMATION. We will disclose information to third parties about your account or the transfers you make:

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

RIGHT TO RECEIVE DOCUMENTATION:

Periodic statements. Transfer and withdrawal transactions made through any card, Home Banking or Bill Pay service, telephone access system, or preauthorized transfer will be reflected on your periodic statement. You will receive a monthly statement unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

Terminal Receipts. You can get a receipt at the time you make any transaction (except inquiries) to or from your account using an ATM, Point-of-Sale terminal, or Check Card transaction with a participating merchant. However, we are not required to provide you with terminal receipts for transactions of \$15.00 or less. You should keep your statements and receipts, as they may be admissible evidence in legal proceedings if a dispute should arise and shall constitute prima facie proof that such transfer was made.

Preauthorized EFTs. If you have arranged to have a direct deposit or preauthorized debit or credit made to your account at least once every 60 days from the same person or company, you can call us at (512) 467-8080 or (800) 252-8311 or use telephone access or Home Banking to find out whether or not the deposit has been made.

RIGHTS REGARDING PREAUTHORIZED PAYMENTS:

Right to Stop Payment and Procedure for Doing So. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at (512) 467-8080 or (800) 252-8311, or write us at P.O. Box 9350, Austin, TX 78766, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. (If you want to stop a payment being made through Bill Pay, you should follow the instructions within Bill Pay). 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. Please see the Fee Schedule for any fees charged for stopping payments.

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

Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough available funds in your account to make the transfer.
- If the funds in your account are pledged as collateral for a loan or frozen because of a delinquent loan or other reason.
- If the transfer would go over the credit limit on your overdraft line.

- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the error was caused by a system of any participating ATM network.
- If the ATM, POS terminal, telephone access system, Home Banking or Bill Pay system or other electronic service was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- Any other exceptions stated in any of our agreements with you or which may be amended in the future.

BILLING ERROR RESOLUTION *(does not apply to international remittance transfers):*

In case of errors or questions about your electronic transfers, contact us at the number or address listed below as soon as you can and include the information listed below. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

By Telephone: (512) 467-8080 or (800) 252-8311

By U.S. Mail: P.O. Box 9350, Austin, TX 78766

- 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 verbally, we may require that you send us your complaint or question in writing within 10 business days. We may require you to provide your complaint in the form of an affidavit. We will determine whether an error occurred 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, 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.

If a notice of error involves an unauthorized transaction on your Visa debit card, other than a cash disbursement at an ATM, we will provide provisional credit to your account within 5 business days of your notification so you will have use of the money during the time it takes us to complete our investigation.*** However, we may delay providing provisional credit if the circumstances or account history warrants the delay, in which case we will provide provisional credit within ten (10) business days. You may ask for copies of the documents that we used in our investigation. See the Fee Schedule for any fees associated with such copies.

*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. *** Does not apply to Non-Visa PIN-less transactions.

Termination. You may terminate this agreement by (1) notifying us in writing; and (2) destroying or returning your Card(s). We may terminate this agreement by notifying you in writing. Termination does not affect any party's rights under this agreement regarding any transactions made before termination.

IMPORTANT SAFETY TIPS REGARDING THE USE OF ATM MACHINES. The following is a list of safety precautions that you should follow when using an ATM machine or night depository:

- Be aware of your surroundings, particularly at night;
- Consider having someone accompany you when using an ATM or Night Depository after dark;
- If the ATM facility is equipped with a door, close it tightly before beginning your transaction, and do not allow anyone you don't know into the facility with you;
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction;
- Refrain from displaying your cash - place it in your pocket or purse as soon as the transaction is completed. Count your cash in the safety of a locked enclosure such as a car or home;
- Use a different ATM or return at a later time if you notice anything suspicious while using or approaching the ATM. If you are in the middle of your transaction, cancel the transaction, take your card or deposit envelope, and leave;
- If you are followed after completing your transaction, go to the nearest public area where people are present;
- Do not write your personal identification number or code on your ATM card; and
- Report all crimes immediately to the operator of the automated teller machine or to local law enforcement officials. If emergency assistance is needed, call the police from the nearest available public telephone. If you have complaints or concerns about the security of the ATM, contact the operator of the ATM, or the state banking department.

FUNDS AVAILABILITY POLICY

Your Ability to Withdraw Funds

Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit, unless they involve an International ACH Transaction. See below for more information on International ACH Transactions. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Longer Delays May Apply

However, in some cases, the availability of funds may be delayed under the following circumstances:

Case-by-Case Holds: Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first business day after the date of deposit.

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

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

Exception Holds: In addition, funds you deposit by check may be delayed for up to the 7th business day after the day of your deposit under the following circumstances:

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

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available.

Holds on Other Funds

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

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

Deposits at Automated Teller Machines

Except for deposits of U.S. Treasury checks made payable to you, on-us checks and the first \$225.00 of your deposits made at ATMs owned and operated by the Credit Union, deposits will become available for withdrawal on the 2nd business day after the day of deposit. For deposits of U.S. Treasury checks made payable to you, on-us checks and the first \$225.00 of your deposits made at ATMs owned and operated by the Credit Union, deposits will become available for withdrawal on the 1st business day after the day of deposit.

If you make such a deposit prior to closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day that we are not open, we will consider the deposit made on the next business day we are open.

Cash Withdrawal Limitation

We place certain limitations on withdrawals in cash. In general, \$225 of a deposit is available for withdrawal in cash on the first business day after the day of deposit. Thereafter, any amount of the deposit over \$225, up to \$450, is available for cash withdrawal on the second business day after the day of the deposit. Any amount of the deposit over \$450 will be available for withdrawal in cash on the following business day. In addition, the following daily limitations apply to Point of Sale withdrawals and ATM withdrawals:

Account Type	Point of Sale "POS" withdrawal Limit per day:	ATM maximum daily withdrawal limit (money market, savings, line of credit and checking combined):
Business Checking Account	\$7,500.00	\$3,000.00
Premium Business Checking Account	\$10,000.00	\$3,000.00

Special Rules for New Accounts

Our funds availability policy for new accounts follow the same rules as other accounts, as detailed in this document.

Business Days and Cut-off Times

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 7:00 p.m. CT 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 that time or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

International ACH Transactions

International ACH Transactions (IAT) that are transmitted to or from any of your accounts may be identified and designated by us for review and examination under the Office of Foreign Assets Control Rules and Regulations (OFAC Rules). In such a case, settlement of the IAT may be delayed or suspended, and may be terminated under applicable OFAC Rules. You also acknowledge that we may be required to place an indefinite hold on funds covered by the IAT if the IAT is required to be terminated under OFAC Rules. You agree that any such delay is permissible under the laws applicable to the availability of funds held in deposit accounts. In the event an IAT is delayed or terminated, we will provide you such notice as may be required by applicable law.

Foreign Checks or Drafts

UFCU does not accept checks drawn on financial institutions located outside the U.S. (foreign checks). In the event a foreign check is accepted in error, it will be returned to you.

Substitute Checks and Your Rights-Important Information About Your Checking Account

What Is a Substitute Check?

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

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

What Are My Rights Regarding Substitute Checks?

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

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

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

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

How Do I Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at P.O. Box 9350, Austin, TX 78766, (512) 467-8080 or (800) 252-8311. You must contact us within 60 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include -

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check identifying information to help us identify the substitute check. *Identifying information may include, but is not limited to, check number, the name of the person to whom you wrote the check, the amount of the check.*