

Deposit Account Disclosure Booklet

Revised December 2013

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



Rev 10/1/2010

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FACTS	WHAT DOES FORT WORTH CITY CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: Social Security number and income account balances and payment history transaction or loss history and credit history When you are <i>no longer</i> our member, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Fort

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

Questions? Call (817) 732-2803

sharing.

What we do	
How does Fort Worth City Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Fort Worth City Credit Union collect my personal information?	We collect your personal information, for example, when you open an account or deposit money pay your bills or apply for a loan use your credit card or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only sharing for affiliates' everyday business purposes— information about your creditworthiness affiliates from using your information to market to you sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Fort Worth City Credit Union has no affiliates
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. We disclose to nonaffiliated companies only for our everyday business purposes, such as to process transactions, maintain accounts, respond to court orders and legal investigations, or report to credit bureaus or as permitted by law.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • Our joint marketing partners include insurance and brokerage companies

FORT WORTH CITY CREDIT UNION ACCOUNT AGREEMENT

In this Agreement, the words "you," "your," "Party," and "Owner" mean any person who signs a Membership Application or any other application in connection with the opening of any consumer Account with Fort Worth City Credit Union, any such person who maintains an Account with us, or any other person authorized to use or having access to any such Account. The words "we," "us," "our," and "Credit Union" mean Fort Worth City Credit Union.

Business and Organization Accounts are subject to the separate Business Membership and Account Agreement and Business Account Rate and Fee Schedule and are not subject to this Account Agreement or the Truth in Savings Fee Schedule appearing in this booklet. Except for the foregoing, business and organization accounts are subject to all other terms and disclosures in this booklet to the extent applicable.

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

You authorize us to establish one or more Accounts for you or on behalf of third parties as designated in your Membership Application or in any other Account Application you may execute with us (the "Application"), including without limitation, any Savings Account, Checking Account, and any Certificate of Deposit Account. By opening or using any such Account, you agree to be bound by the terms of this Agreement whether you are acting in your individual capacity, in a fiduciary capacity, or in your capacity as an officer, agent, or representative of any business entity or organization. You also acknowledge receipt of and agree to be bound by our Truth-in-Savings Account Disclosures and Rate and Fee Schedules as amended from time to time and to conform to our rules, regulations, bylaws, and policies now in effect and as amended or adopted hereafter. In case of any conflict between the terms of this Account Agreement and the disclosures set forth in the Truth-in-Savings Account Disclosures and Rate and Fee Schedules, the disclosures will control. The Truth-In-Savings Account Disclosures and Rate and Fee Schedules are incorporated into this Agreement. This Agreement is incorporated into and made a part of any application or other document you execute or receive in connection with the opening or use of any Account.

TRUTH-IN-SAVINGS DISCLOSURES

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

ACCOUNT OWNERSHIP

- 1. Single Party Accounts. Under this type of Account ownership, the sole party to the Account owns the Account. If you open a Single Party Account, upon your death and absent any Payable on Death (P.O.D.) designation, ownership of the Account passes as part of your estate under your will or by intestacy. If you make a P.O.D. designation and the P.O.D. beneficiaries survive you, then upon your death, ownership of the Account passes to the P.O.D. beneficiaries of the Account and the Account does not pass as part of your estate.
- 2. Joint or Multiple Party Accounts with Right of Survivorship. If an Account is opened by two or more parties, or if one or more parties are added to a Single Party Account, the Account will be a joint or multiple party Account with right of survivorship. The parties to the Account own the Account in proportion to the parties' net contributions to the Account. All funds deposited into that Account, including any earnings thereon, shall be owned by you jointly, with all others who sign the Account Application, with right of survivorship. On the death of one party to the Account, all sums in the Account on the date of the death vest in and belong to the surviving party or parties as their separate property and estate. All Account sums on deposit on the date of death remain subject to any lien we have for the deceased party's obligations to us, regardless of whether any of the surviving parties have consented to any such lien. Payment to any Owner shall be valid and discharge us from any and all liability for such payments. We may accept instructions from any Owner or act at the request of any Owner with regard to any such Account without the joinder of any other Owner, and each Owner authorizes the other to act on his or her behalf with respect to the Account. Any Owner may pledge all of the shares or deposits in the Account to secure any indebtedness owing to us or may designate the Account to provide overdraft protection for any other Account, without the joinder of any other Owner and without regard to his or her interest in the Account. At our option, we may require the consent of all Owners prior to taking any action in connection with an Account. We make no representation concerning the legal consequences or the effect of survivorship rights, including any consequences arising out of the community property laws of any state, and you agree to hold us harmless from any loss or liability in connection with any survivorship designation. You understand that you should consult applicable law or consult with your attorney if you have any question regarding the validity, effectiveness, or fitness of a survivorship designation for any purpose. An agent acting under a power of attorney may not make a survivorship designation on behalf of a principal.

Any Joint Owner may voluntarily remove his or her name from any Joint or Multiple Party Account by notification to us in writing. A member opening an Account with us may change or remove a Joint Owner or Joint Owners from any Account, change the form of the Account, or stop or vary payment under the terms of the Account. At our option, we may require that an Account be closed and a new Account opened in lieu of permitting the removal of any Joint Owner, or we

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may require the joinder and consent of any Joint Owner prior to acting upon any written notification or instruction to remove the Joint Owner from an Account.

- 3. Payable on Death (P.O.D.) Accounts. A P.O.D. Account is an Account payable on request to one or more persons during their lifetimes and upon the death of the last of those persons, payable to one or more P.O.D. payees named in the Application or any other document executed in connection with the Account. You agree that the persons named as P.O.D. payees in any Account Application or Payable on Death Agreement, whether one or more, are designated as P.O.D. payees. During your lifetime, all funds paid into or deposited into the Account designated, including any earnings thereon, shall be owned by you, and payment may be made upon your request, or the request of any party to the Account. If there is more than one Owner, then during your lifetimes the provisions set forth above with regard to Joint or Multiple Party Accounts with Right of Survivorship shall control. Upon your death (the death of the last of you to survive), each P.O.D. payee agrees that all such funds shall be owned by the P.O.D. payees surviving with right of survivorship. Payment may be made at the request of any named P.O.D. payee then living, and any payment made upon the request of any surviving P.O.D. payee discharges us from any and all liability to that P.O.D. payee and any remaining P.O.D. payees or their heirs, executors, and personal representatives. You, your heirs, executors, and personal representatives agree to defend, indemnify, and hold us harmless from any claim asserted by any person or estate as a result of the payment of funds deposited in the Account designated. You understand and agree that a P.O.D. designation shall be ineffective with respect to any Account held in an Individual Retirement Account. You understand and agree, further, that a P.O.D. designation may be ineffective unless signed by all original parties to the Account. An agent acting under a power of attorney may not make a P.O.D. designation on behalf of a principal. We make no representation concerning the legal consequences or effect of any P.O.D. designation, and you understand that you should consult with your attorney if you have any question regarding the validity or effectiveness of any such P.O.D. designation for any purpose.
- 4. Accounts for Trusts. At our option, we may issue shares or accept deposits in the name of a revocable or irrevocable trust subject to such membership requirements as we may impose from time to time in keeping with applicable law. If you request that we open an Account in the name of a trust, you agree that we are authorized to release the funds in any such Account upon the signature of any Trustee. You agree that if we make payment to any Trustee or Successor Trustee, or at the direction of any one of the Trustees or Successor Trustees named, that payment shall be valid and shall discharge us from any liability for the sums paid. You agree that we shall have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations set forth in this Agreement, and that we shall serve solely as a depository for the trust funds. You and any Trustee agree to save, indemnify, defend, and hold us harmless from any claim, demand, suit, or other charge by any person arising out of or resulting from the establishment, maintenance, and transaction of any business related to the trust and any Account established for the trust.
- 5. Uniform Transfers to Minors Accounts. At our option, we may issue shares and accept deposits in Accounts established by a custodian under the Texas Uniform Transfers to Minors Act (TUTMA). A TUTMA Account is owned by the minor, and amounts deposited into the Account constitute an irrevocable gift to that minor. The custodian named is the sole party entitled to access the Account for the minor's benefit. We have no duty (a) to determine if the person designated or acting as custodian has been duly designated, (b) to determine if an act of the custodian is in accordance with or authorized by the Texas Uniform Transfers to Minors Act, (c) to question the validity or propriety of any instrument or any instructions executed or given by a person acting as a donor or custodian or (d) to oversee the application by a custodian of money or other property paid or delivered to the custodian.
- 6. Accounts for Guardianships and Estates. At our option we may issue shares and accept deposits in the name of (a) a ward on whose behalf a Guardianship has been established under applicable law, or (b) the estate of a deceased member being administered under applicable law. Any guardian or estate representative (whether executor, administrator or otherwise) authorized to sign on any such Account shall be subject to the terms and conditions set forth in this Account Agreement and any other agreement governing any such Account. You agree that we will have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations otherwise set forth in this Agreement, and you agree that we will not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds by the guardian or estate representative. If we are presented with Letters of Guardianship, Letters Testamentary, or Letters of Administration valid on their face, you agree that we will have no further duty to (a) determine if the person appointed quardian or estate representative has qualified or continues to be qualified as quardian or as estate representative, (b) determine if an act of the quardian or estate representative is in accordance with or authorized by the Texas Probate Code or other applicable law, (c) question the validity or propriety of any instrument or any instructions executed or given by a person acting as a guardian or estate representative, or (d) oversee the administration by a guardian or estate representative of money or other property paid or delivered to him or her. You agree that we may rely upon Letters of Guardianship, Letters Testamentary, or Letters of Administration that are valid upon presentment, that we may continue to rely upon the same without inquiring into their expiration or renewal, and that we may assume their renewal unless notified to the contrary. Further, you agree that we will have no obligation to recognize or honor any such Letters that we know to have expired without renewal pursuant to the provisions of the Texas Probate Code or other applicable law. If we receive notice of expiration without renewal, we will have no obligation to honor any check that is presented for payment or to honor any requests for withdrawal of funds from the Account of a ward or an estate until we receive renewed Letters or another order issuing out of a Court of competent jurisdiction.
- 7. Social Security Representative Payee and Other Government Benefit Accounts. At our option, we may issue shares and accept deposits in Accounts established in a member's name and for the member's benefit by an individual appointed as a Social

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Security or Veterans Administration "Representative Payee." Funds in a Representative Payee Account are owned by the member beneficiary. Only the Representative Payee, however, shall have direct access to the funds on deposit. If an Account is opened, you (whether as beneficiary or as Representative Payee) agree that we may accept deposits including direct deposits from the Social Security Administration or Veterans Administration, that we may permit withdrawals from the Account by the Representative Payee through such means as we may prescribe from time to time, and that we may restrict access to the Account by the beneficiary. You agree that the Representative Payee alone will be responsible for compliance with the Rules of the Social Security Administration or the Veterans Administration governing such Accounts. You agree that if we make payment to or at the direction of a Representative Payee, any such payment shall be valid and shall discharge us from any liability for the sums paid. You agree that we may rely upon any appointment of a Representative Payee that is valid on its face, that we will have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations set forth in this Agreement, and that we will have no duty to oversee the application by a Representative Payee of any funds withdrawn from the Account. You agree that, if any deposit to an Account is subsequently reversed, whether by the Social Security Administration, the Veterans Administration, or otherwise, we may transfer funds in other Accounts held by the beneficiary or the Representative Payee in order to cure any overdraft that may occur as a result of such reversal. You agree to save, indemnify, defend, and hold us harmless from any claim, demand, suit, or other charge by any person or entity arising out of or resulting from the establishment, maintenance, and transaction of any business related to a Social Security or Veterans Administration Representative Payee Account or any other Account designated for the receipt of government benefits.

CHECKS AND WITHDRAWALS

- 1. Payment Authorization. You authorize us to pay checks signed by you and charge the payments against the applicable Account. Only checks or other methods approved by us may be used to withdraw funds from your Account. You agree that it will be your responsibility to verify the accuracy of information appearing on any checks, deposit slips, or other forms, and you agree that we will not be liable for any printing errors on any such forms. All checks, withdrawal forms, deposit slips, and transfer instructions used in connection with any Account must be on forms that we provide or otherwise expressly approve in writing. You agree to complete checks using a non-gel black or dark blue ink that will transfer well during any imaging of the check. We will not be liable for any resulting losses, and you agree to indemnify and hold us harmless, if you fail to meet your obligations as set forth in this paragraph. If a non-member requests to cash a check drawn on your Account, we may require the non-member to present acceptable identification, and at our option, place a fingerprint on the check. If the non-member refuses to comply with our requirements, we may refuse to accept the check, and you agree that we will not be liable for wrongful dishonor. In the event that the applicable Account has sufficient funds on deposit to cover one or more, but not all of the checks or other withdrawal orders presented during any given business day, we may honor those items and allow those withdrawals in any order that we may choose in our sole discretion, including first honoring any withdrawal orders or checks payable to us and dishonoring or refusing any other item or withdrawal order for which there are insufficient funds available thereafter. We may change the order in which we process checks and other transactions at any time without notice to you. To avoid fees, you should ensure that your Account at all times contains sufficient available funds to pay each of your transactions. In making distributions upon the death or disability of any party, you agree that we may rely upon the form of the Account at the time of any such death or disability.
- 2. Stale Items. We may pay a check of yours without regard to its date, and you agree that we will have no liability for doing so. We are under no obligation however, to pay a check that is presented for payment more than six months from its date. In the event that a check drawn on your Account is payable by its terms within a stated period of time, we are under no obligation to pay that check if it is presented after the expiration of that time period.
- 3. Overdrafts and Overdraft Protection. You agree to maintain funds in your Accounts at all times sufficient to pay any withdrawal order (whether oral, written, or otherwise) or item presented for payment against the applicable Account. We are under no obligation to pay any order or item (a) the amount of which exceeds the available balance in the Account upon which the order was made or the item was drawn, or (b) that would exceed limitations imposed upon the applicable Account under our policies and procedures or under applicable law, including Federal Reserve Board Regulation D. In the event that we do pay any such item, we will not waive our right to dishonor any subsequent items presented. If we do pay an item, the amount of which exceeds the balance in the Account upon which it is drawn, or if any item deposited to your Account is subsequently returned and charged back to your Account creating an overdraft, you agree to pay us immediately the amount by which that Account is overdrawn together with any fees that we might assess. You also authorize us to deduct any overdraft from your next deposit (including a direct deposit of social security or other government benefits), to withhold or to transfer funds from any other Account to which you are party in amounts sufficient to cover any overdraft and resulting overdraft fees, or to use any other collection remedy available to us by law. In the event that you write a check or take any other action which would result in an Account becoming overdrawn, and if you have requested and been approved for automatic overdraft protection, such check or action taken shall be deemed to be a request by you to us to transfer available funds from your Savings Account or any other Account you may designate, or to make an advance under your Line of Credit or Overdraft Protection Credit Agreement with us, in increments that we deem sufficient in order to pay such check or otherwise remedy the overdraft, together with any service charge we may impose. We will use our best efforts to transfer funds to your Checking Account from your Savings Account(s), or to make an advance under your Line of Credit or Overdraft Protection Credit Agreement, in the manner in which you have directed in the Application. A fee may be charged for overdraft protection as set forth in the Fee Schedule.

After all overdraft protection is exhausted or is denied, if sufficient funds are not available for an item, then any such item presented will be returned to the payee due to insufficient funds and a charge will be made to your Account in such amounts as we may establish from time to time. Each party to any of your Accounts will be jointly and severally liable for overdrafts caused by any other party or parties to such Account.

4. Excessive Withdrawals. During any statement period you may not make more than six withdrawals or transfers

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from your Membership Share, Special Club, Christmas Club, CU Super Saver, CU Varsity Savings, CU Xceed Savings, and IRA Accounts to another Credit Union Account of yours or to a third party by means of a pre-authorized or automatic transfer or telephonic (including data transmission) agreement, order, or instruction. Overdraft protection transfers from your Membership Share, Special Club,CU Super Saver, CU Varsity or CU Xceed Share Accounts are counted against this limitation. If you exceed this limit, your Account may be subject to a fee or closure.

- 5. Signatures. You authorize us to recognize any of the signatures set forth on the Application in the payment of funds or the transaction of any business for your Accounts. You authorize us to pay a check presented for payment even though the signature or signatures thereon do not correspond exactly with the signatures on the Application. We are not obligated to honor a check unless the signatures or signatures do correspond exactly with the signatures on the Application. We may recognize facsimile signatures, signatures imprinted by mechanical devices, or any other method of authentication, including orders to pay that are received electronically or telephonically. You agree that we may act upon and rely upon documentation, correspondence, or other instructions with respect to your Accounts that we receive by way of electronic or facsimile transmission, including Account Agreements, Requests to Modify Accounts, Loan Agreements, and any other order with respect to your Accounts, and you agree to such verification procedures as we may implement from time to time. You agree that we may maintain copies of Account records, including copies maintained electronically, in lieu of any original and that any such copy will be considered an original record for any purpose, including admissibility in evidence as an original record before any court or administrative agency.
- 6. Postdated, Incomplete and Conditional Items. You agree to hold us harmless from any and all loss and liability that we may incur due to our inadvertent payment of incomplete or postdated items, items endorsed "without recourse," or conditional items. You agree that we will not have any duty to discover or comply with postdated, incomplete, or conditional items. You agree that we may disregard any information on any check or draft other than the amount of the item, the identity of the drawee bank, any magnetically encoded information, and the signature of the drawer, regardless of whether that information is consistent with any other information on the item. You agree that we may decline to accept, process, or pay any item or order that, in our estimation, is ambiguous or otherwise unclear in its terms. You also agree that, at our option, we may use our best efforts to resolve any such ambiguity and you agree to release and hold us harmless from any and all loss and liability that we may incur or that may arise in connection with our attempts to resolve any such ambiguity.

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

- (a) Governing Regulations. If you send or receive a wire transfer, Fedwire may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire. If you are a party to an Automated Clearing House (ACH) entry, you acknowledge and agree that any such entry will be governed by the National Automated Clearing House Association (NACHA) Operating Rules, the Rules of any local ACH, and the Rules of any other system through which the entry is made. Other payment orders you make may be governed by Article 4A of the Texas Business & Commerce Code.
- (b) Notification. Under NACHA Rules, we are not required to give you next day notice of the receipt of an ACH entry and we will not do so, nor will we give you next-day notice of the receipt of a wire transfer. However, we will notify you of these transfers in your Account Statement.
- (c) Provisional and Final Payment. If we credit your Account for an ACH entry or a wire transfer, the credit is provisional until we receive final settlement for the payment order. If we do not receive final settlement, or if we credit your Account by mistake, we are entitled to a refund of the amount credited and you agree that, at our option, we may reverse the credit or require that you reimburse us by way of direct payment.
- (d) Identifying Account Numbers. You agree that we can rely upon any identifying account number given to us in connection with any ACH or wire transfer, even if the number identifies a person different than the named beneficiary or a financial institution different from the named financial institution. You agree that neither we nor any other institution involved in the transaction has a duty to determine whether the number given matches the intended beneficiary or the named financial institution.
- (e) Our Liability: Interest Payable. We may be responsible for your direct expenses if we fail to exercise ordinary care in carrying out your instructions in connection with a wire transfer transaction. In no event, however, will we be liable for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind. We are not required to pay interest on any amount we may owe to you due to an unauthorized wire transfer arising out of our error unless you exercise ordinary care to discover the unauthorized transfer and promptly advise us of the relevant facts within the time period set forth below in the Account Statements paragraph. Any rate of interest that we might be obligated to pay to you as a matter of law for a delay or incorrect transfer arising out of our error will be the lower of the federal funds rate at the time of the correction or the dividend or interest rate that we pay on the Account to or from which the funds transfer should have occurred.
- (f) Security Procedures. You agree that we may verify the authenticity of payment orders using our security procedures in place at the time of any such order, which may include a combination of signature verification, call back procedures, the use of identifying words or numbers, and identification via employee ID badge, valid driver's license, or other photo identification document. If you do not agree to our security procedures, you must notify us in writing. In such 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,

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in writing, on an alternate security procedure.

- (g) Force Majeure. We are not liable for a failure to execute a payment order according to your instructions if an interruption in communication facilities or some other circumstance beyond our control such as fire or flood prevents the transfer, despite reasonable precautions we have taken.
- (h) Cutoff Times. Transfers, payment orders, and communications canceling or amending payment orders received after 3:30 p.m. on each weekday we are open that is not a holiday may be treated as having been received on the next banking day and processed accordingly.
- (i) General. You agree that only our forms, methods, and procedures may be utilized. You also agree that in the event of an error, we may correct any such error without prior approval by you. If we are required to reimburse the U.S. government for a benefit payment made to your Account by direct deposit, we may deduct all or part of the amount owed from any Account on which you have an ownership interest, to the extent permitted by applicable law. Any authorization you make to initiate paperless debit or credit entries will remain in effect until we receive written notice from you that your authorization has been revoked in a manner and in time to provide us with a reasonable opportunity to act on it.
- 8. Stop Payment. You may stop payment of items drawn on your Accounts. You agree to hold us harmless from any claim, loss, damage, or expense that we may incur, including attorney's fees, resulting from our refusing payment of any item on which you have stopped payment or from the payment of any item after your stop payment order has expired. A stop payment order will be effective for six months and may be renewed upon a request made in writing to us. We are not required to notify you of the expiration of a stop payment order or a renewal of any such order. A stop payment order, a renewal of an order, or a revocation of any such order shall not be effective unless delivered to us in writing to a member of our staff during our regular business hours and until we have had a reasonable opportunity to act on it. In addition, we will not be liable for the payment of an item over a stop payment order if the order is received after 9:00 a.m. on the next banking day after the banking day on which we received the item. Due to computer systems limitations, we can intercept an item subject to a stop payment order only if the precise amount, date, check number, name of payee, and any other information that we may reasonably require is provided. If that information is not provided, we will not be responsible if we are unable to stop payment. If the order is made orally, we have no obligation to honor it. If we do honor an oral stop payment order, it will only be binding for 24 hours after which it must be renewed in writing. Any stop payment order, renewal, or revocation will incur a charge as set forth on the Fee Schedule. You agree that we may honor a stop payment order, revocation, or renewal if made by the person who signed the check to be stopped or any other person who has signed the Account Application or is otherwise authorized to transact business relating to the Account. You agree that we will not be liable for any inadvertent payment of any item, notwithstanding a stop payment order, if we have used ordinary care and followed our usual practices in handling such an order. If an item is paid over a valid stop payment order due to our failure to exercise ordinary care, we may be liable to you for any loss you suffer as a result of that inadvertent payment. You agree, however, that it will be your responsibility to establish any such loss. You agree that we will never be liable for more than your actual loss and that we will not be liable for any consequential damages. If we do credit your Account after paying an item over a valid stop payment order, you agree to take whatever action we deem necessary to transfer to us all of your rights against the payee or holder of the item and to assist us if we take legal action against the payee or any other person. For information concerning your right to stop payment of preauthorized electronic fund transfers, please refer to your Electronic Fund Transfers Disclosures. You may not stop payment of Credit Union Official Checks issued by us at your request. You may not stop payment of transactions initiated through the use of a check card or a similar device at an ATM or at a point of sale.
- 9. Credit Union Liability; Indemnity. Except for losses caused by our failure to exercise ordinary care or our failure to act in good faith, you agree that we will not be liable for any action or inaction regarding the payment or non-payment of items, collection of items, other withdrawals, or the transfer of funds in satisfaction of overdrafts. You agree that our actions will constitute ordinary care if we act consistent with applicable law, industry operating rules and regulations, and general banking practices followed in our service area. To the extent permitted by applicable law, you agree that we will never be liable for any indirect, special, or consequential damages arising out of or related to our obligations under this Agreement, even if we have been advised of the possibility of such damages. If we pay an item over a forged drawer's signature, we will not be liable for more than the face amount of the item, unless prohibited by law. Except for acts and omissions caused by our failure to exercise ordinary care or our willful misconduct, you agree to indemnify and hold us, our officers, employees, and agents harmless from and against any losses, claims, or expenses, including attorney's fees and costs of litigation, arising out of or related to the services provided under this Agreement. You also agree to hold us and our officers, employees, and agents harmless from any and all claims, expenses, losses, and damages arising out of our reliance on any instructions provided by you. We will not be liable for the acts or omissions of a third party not within our control, and we will not be liable for any failure or delay in performance under this Agreement that is related to or caused by circumstances beyond our reasonable control.

DEPOSIT OF ITEMS

1. Handling of Items. We act only as a collecting agent for any items deposited. Any deposit that we accept will be provisional and will be subject to subsequent payment verification. Just because we have made funds from a deposited check or other item available for withdrawal does not mean that the Item is "good," has "cleared," or has been paid by the paying bank. It is possible that a deposited item will be returned unpaid months after we have made the funds available and you have withdrawn the funds. You are responsible for all items returned on your Account, and you acknowledge that no one, including our employees, can guarantee that a check or other item you deposit will not be returned. We are not responsible for any deposit or other

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

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

- 2. Endorsement Standards. The area from the trailing edge of a check to 1.5 inches from the trailing edge of a check is reserved for the payee's endorsement. The trailing edge of a check is defined as the left side of the check looking at it from the front. You and all other endorsers must make your endorsement within this prescribed area. If any endorsement or other writing that you or any other endorser makes causes any error or delay in the processing of the item, you agree that you will be liable for any loss that we incur as a result of that delay or error, and you agree to hold us harmless from any such loss.
- 3. Right to Refuse Deposit. If you request that we accept for deposit a substitute check that has not been created by a financial institution or a check that has already been deposited at a financial institution but returned, we are under no obligation to accept any such check for deposit. If we do, however, you agree to hold us harmless from any loss or liability, including consequential damages, attorney's fees, and expenses that may arise because of our acceptance of the item. In any event, in our discretion, we may refuse any deposit, limit the amount that may be deposited, accept all or any part of a deposit for collection only, return all or any part of any deposit, or close the Account subject to applicable regulations.
- 4. Deposit Verification. If a deposit is made to your Account and we subsequently determine that the deposit or the amount of the deposit initially credited was incorrect, we may correct any such error and make corresponding adjustments to your Account in order to reflect the correction.

GENERAL PROVISIONS

- 1. Account Security. You agree to exercise precautions to safeguard your identity, your Accounts, and your Account information. You agree never to give your personal information to Account information to anyone you do not know or whose identity you cannot verify. If you give your personal information to someone and that person uses your information to access your Account, you agree that such use will be deemed an authorized use for which you will be responsible. We will never contact you by telephone, by e-mail, or text messaging and ask you to give us your Account information, including user names, personal identification numbers, and Account inmbers. You agree not to disclose your personal information and Account information to unknown persons through these mediums for any reason. You agree to remain vigilant for phishing and other fraudulent scams and notify us promptly if you become aware of or suspect fraudulent activity involving your identity, your Accounts, or the Credit Union. If you fail to exercise reasonable care to protect your identity and safequard your Accounts, we will not be liable unless prohibited by law.
- 2. Taxpayer Identification Number and Backup Withholding. The Internal Revenue Service (IRS) requires most recipients of dividend, interest, or other payments to give taxpayer identification numbers to credit unions and other payers who must be given the payments to the IRS. The IRS uses the numbers for identification purposes. Credit unions and other payers must be given the numbers regardless of whether recipients are required to file tax returns. Credit unions and other payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number. Certain penalties may also apply. In the event that (a) you have been notified by the IRS that you are subject to backup withholding due to payee underreporting and you have not received a notice from the IRS that the backup withholding has been terminated or (b) you provide us with an incorrect taxpayer identification number, the Credit Union is required to withhold payment, in part, of dividends and interest owing to you in amounts determined by the IRS and to pay the interest or dividends withheld to the IRS.
- 3. Inactive Accounts. We are required by law to preserve an Account that is inactive. An Account is inactive if for more than one year there has not been a debit or credit to the Account because of an act by you or your agent (other than us) and you have not communicated with us. An Account is presumed abandoned if (a) the Account has been inactive for at least three years from the date of your last transaction on the Account or your last correspondence with us, and (b) we are

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unable to locate you. If an Account is presumed abandoned, we are required to report the abandonment and to pay the funds in the Account to the State.

4. Account Statements. You are responsible for promptly examining each Account statement. Any objection that you may have respecting any unauthorized withdrawal, any payment order (including a wire transfer), or any other item or deposit shown on or missing from a statement, except for electronic fund transfers and claims related to substitute checks, will be waived unless made in writing to us, and received on or before the 33rd day (40 days for substitute checks) following the date the statement is mailed or is otherwise made available, subject to applicable law. You agree that we will not be liable for any unauthorized withdrawal, any payment order, any forged, unauthorized, or altered item drawn on or deposited to your Account, any item with missing signatures or endorsements, any missing or diverted deposit, or any other error or discrepancy if you fail to notify us within that 33-day period (40 days for substitute checks), nor will we be liable for any forged or altered item if the forgery or alteration is not readily ascertainable upon inspection. We also will not be liable for subsequent unauthorized withdrawals by the same wrongdoer if you fail to notify us of the first unauthorized withdrawal within the 33-day period, even if the subsequent unauthorized withdrawals are reported promptly. You agree that no legal action may or will be instituted by you against us seeking the recovery of any alleged loss as a result of the payment of a forged, unauthorized, or altered item or as a result of any missing or diverted deposit, or due to any other error or discrepancy, unless you have provided us with notice within the period prescribed above and any such legal action shall have been instituted within two years after the date that the statement containing any such error was mailed or otherwise made available to you. Please refer to your Electronic Fund Transfers Agreement and Disclosures to determine your notification obligations in the event of unauthorized electronic fund transfers or other errors in connection with such transfers. Our Funds Availability Policy discloses your notification obligations for claims related to substitute checks.

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

You will receive an Account statement monthly for your Checking Accounts. You will receive an Account statement at least quarterly for your Savings Accounts. It is your responsibility to ensure that your statements are received, and you agree that we will not be responsible for the loss or theft of your statements. You agree to notify us immediately if you fail to receive a statement for your Checking Accounts monthly or a statement for your Savings Accounts at least quarterly. It is important that you make note of the time that you regularly receive your statement. You agree to notify us immediately and in any event within ten days of that time, if you fail to receive your statement. You agree, further, to notify us immediately and in any event within 30 days of any changes to your address or other personal or business information on file with us. You are responsible for providing Account statement and other Account information to any additional Account Owners. Because your Account statement may cover multiple Accounts with different Account Owners, you acknowledge and agree that any person your statement is provided to will have access to the Account statement information for all of your Accounts. Unless we have agreed otherwise, we will mail your Account statement to the most current address we have fro you in our records. We are required to provide the Account statement only to the primary member, and the primary member is responsible for providing the Account statement and other Account information to any other Account partiess. You agree to notify us promptly if you change your address or any other contact information such as your teleptone number or your e-mail address.

5. Illegal Transactions. We are prohibited from processing illegal transactions through your Accounts or through our relationship with you, including unlawful Internet gambling transactions. You may not use your Account in any manner or for any transaction that we believe poses an undue risk of illegality, and we may refuse to process or authorize any such use or transaction. If you engage in illegal transactions or unlawful activity, we also may impose restrictions on your Account, including restricting your access to Account services, or we may close your Account. If you use your Account relationship or engage in a transaction that is determined to be illegal, you will be liable to us. You waive any right to take legal action against the Credit Union for any illegal use or transactions and you agree to indemnify, defend, and hold harmless the Credit Union and any third-party processors from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use or transactions.

If you open a corporation, partnership, or any other type of business Account with us, you agree to certify at Account opening, and if requested annually, that (a) you do not engage in an Internet gambling business or (b) you have legal authority to engage in an Internet gambling business. You agree to cooperate with us and provide any documentation we may reasonably require in order to substantiate your certification. You authorize us to investigate the Account Owner, its principals, and the Account authorized signers' background, including any current or previous financial institution and payment processor references. You also agree to notify us immediately if any time your business or organization changes in any way that causes any prior certification to be inaccurate. If you certify to us that you do have legal authority to engage in an Internet gambling business, you acknowledge that we may choose to close the Account in our sole and absolute discretion.

- 6. Legal Process. You authorize the Credit Union to recognize and honor legal process issued against you from any jurisdiction or state. You agree that we may debit your Account for charges and costs, including attorney's fees, in connection with negotiations, responses, appearances, and the production of statements, items, or other documents pursuant to subpoenas, court orders, levies, garnishments, or other instruments of legal process to the extent not otherwise prohibited by law. You agree that any levy, attachment, or garnishment against your Account will be subject to our contractual lien set forth below, and you authorize us to exercise that contractual lien whether or not any outstanding obligation is in default, subject to applicable law.
- 7. Contractual Lien. Unless otherwise prohibited by applicable law or our policies and procedures, you may pledge all or

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

- 8. Dispute Resolution. If (a) we suspect that fraudulent misconduct is or has taken place with respect to any Account, (b) we are notified that a party to an Account has died or is incompetent to manage his or her affairs, (c) we have been notified that a dispute exists between or among parties to the Account or third parties with regard to their respective interests in the Account, (d) there are competing claims to funds on deposit, or (e) we are in doubt concerning the respective interests of any parties to an Account or other persons claiming an interest in the Account, we may restrict withdrawals from the Account and deny other Account services, such as deposits, until we are satisfied that any obligation we may have at law and under this Agreement has been met or until any such dispute, doubt, suspected fraudulent misconduct, or probate matter has been resolved by a court of competent jurisdiction or by written settlement agreement entered into by all parties to the Account and any third party making claim to funds in any such Account. You agree that we may recover any attorney's fees or costs expended in connection with the foregoing, which fees will be payable by you directly or out of the Account made the subject of any such doubt, dispute, misconduct, or probate proceeding, or out of any other Account in which you have an interest. You agree, further, that the Credit Union may impose withdrawal limitations on any of your Accounts at any time, including your ability to access your Accounts electronically or otherwise, if you are delinquent under any obligation you owe to the Credit Union.
- 9. Notices. Unless otherwise provided in any of our agreements or disclosures we have provided to you, any notice you provide to us must be in writing and will not be effective until we have actually received it and have had a reasonable opportunity to act on it. Unless we specify otherwise in any notice we provide to you, notices from us will be effective when mailed or otherwise delivered or made available to you.
- 10. Power of Attorney. You agree that we shall be under no obligation to recognize and honor any power of attorney that authorizes someone to deal with your Account on your behalf. Transactions involving custodial Accounts, such as withdrawals, deposits, and investment changes, may be made by an agent duly authorized pursuant to a durable power of attorney legally enforceable under applicable law if such power of attorney clearly and specifically authorizes such transactions, except that we will not accept the use of a power of attorney to effect changes to any beneficiary designations.
- 11. Withdrawal of Services. In the event that any member causes us a loss or makes known his or her intention to cause us a loss, whether by way of loan default, Account overdraft, or otherwise, or in the event that any Credit Union member has been abusive in the conduct of his or her affairs with the Credit Union, it is our policy to withdraw member services otherwise extended to that member, including but not limited to the right to maintain certain Accounts, the right to payment of certain dividends and interest, and the availability of electronic fund transfers services, and you agree that we may do so. Your Credit Union membership may be terminated if you cause us a loss or for other good cause, including if you do not maintain the minimum qualifying account balance required for Credit Union membership.
- 12. Closing the Account; Terminating Services. Any party to an Account may close the Account at any time, except that no Joint Owner may close the Membership Share Account of a member or reduce the balance of any such Account below the par value of one share. Your right to close an Account is subject to any statutory or contractual lien existing in our favor and any legal process levied against any such Account. We may close any Account at any time and disburse funds on deposit in any such Account to the Owners of the Account or in satisfaction of any obligation owing to us, in any manner we deem appropriate, if (a) any of the events set forth in the preceding paragraphs 8 or 1 should arise, (b) we believe that we may suffer a loss if the Account is not closed or we believe that the volume of Account activity exceeds that which we can reasonably and safely process, (c) we determine that any party to the Account or party claiming an interest in the Account has been abusive in the use of the Account or in the conduct of his or her affairs with the Cridt Union, (d) our attempts to verify your identity have failed, (e) you do not cooperate with our request to confirm in writing an address change or other change to your Account, or for other good cause, including if you do not maintain the minimum qualifying account balance required for Credit Union amembership. (f) there has been a change in Account ownership or a change with regard to the persons authorized to sign on the Account. A member may terminate any one or more of a joint Owner's Account services at any time by notifying us in writing. You agree that we have no duty to notify any Owner of any account transactions or other actions initiated by another Account

- 13. Death or Incompetence of Account Owner. We may continue to accept deposits to an Account, to pay items drawn against an Account, to pay other payment orders against an Account, and allow any other transactions with respect to an Account until we are notified of an Account Owner's death or of an adjudication of incompetence and we have a reasonable opportunity to act upon any such notice. Subject to our policies and procedures, and subject to any separate agreement we may enter into with any surviving Account holder, once we are notified of a member's death or adjudicated incompetence, we may pay items drawn against the Account or other payment orders authorized by the deceased Account Owner for a period of ten days after the Account Owner's death unless we are ordered to stop payment by a person claiming an interest in the Account. We may require any person claiming an interest in the Account to indemnify us against any losses arising out of the payment of any such claim, and this Account Agreement will be binding upon the heirs or legal representatives of any deceased Account Owner or any Account Owner who is adjudicated incompetent. We may continue to pay dividends or interest on an Account following the death of an Account Owner. If any surviving Joint Owner is a member of the Credit Union, we may require that the Account be closed and that the funds be transferred to the surviving Joint Owner's Account.
- 14. Attorney's Fees. In addition to any other rights we may have at law or under this Agreement to recover fees and costs and to the extent permitted by applicable law, we shall be entitled to recover reasonable attorney's fees and costs expended in connection with the enforcement of this Agreement and the defense of any rights we may have under this Agreement, and you authorize the Credit Union to deduct any such fees and costs from your Account without prior notice to you.
- 15. Amendment. You agree that we may amend, supplement, or add to this Agreement, the Truth-In-Savings Account Disclosures and Rate and Fee Schedules, and any notice, agreement, or policy made a part of this Agreement, from time to time in our sole discretion, subject to applicable law.
- **16. Severability.** If any provision of this Agreement shall be declared invalid, unenforceable, or illegal, that provision will not affect the validity, enforceability, or legality of any other provision.
- 17. Reopened Accounts. Should your Account be closed one or more times by withdrawal of the balance of the Account and later reopened by you, such reopened Account shall be subject to all of the terms and conditions of this Agreement, whether or not any new signature card or other Account agreement is signed.
- 18. Governing Law. This Agreement shall be governed by the Texas Credit Union Act, the Rules and Regulations of the Texas Credit Union Department, our Bylaws, and to the extent not preempted by federal law, the laws of the State of Texas. You acquiesce and submit to personal jurisdiction in the State of Texas. Venue is proper in Tarrant County. Texas.
- 19. Credit Reports. You authorize us to check your credit and employment history, and to request and use credit reports when considering any application to open an Account or any application for related financial services. We may report information about your share and loan accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

If you believe that information we have reported or may report to a credit bureau is inaccurate or incomplete, please notify us in writing at

Fort Worth City Credit Union Attn: Member Services P.O. Box 100099 Fort Worth, TX 761 85-0999

Include your name, address, contact telephone number and Account number and identify the information you believe is incorrect. If your notification relates to an incident of identity theft, we will require a copy of your identity theft report filed with law enforcement authorities.

20. Direct Disputes of Information Appearing in Credit Reports. You may dispute directly to us any information contained in a credit report that pertains to an account or other relationship we have or have had with you. We will investigate such disputes if you notify us in writing at any address for us that appears in the credit report or at the following address:

Fort Worth City Credit Union Attn: Member Services P.O. Box 100099 Fort Worth, TX 761 85-0999

In your letter, you must include sufficient information for us to identify the account or other relationship in dispute, and you must identify the specific information you are disputing and explain your basis for the dispute. You also must provide all supporting documentation or other information we may reasonably require to substantiate your dispute. If you do not follow these requirements, we may decline to investigate your dispute.

21. Assignment. You may not assign your Account or this Agreement, or any of your rights under this Agreement, without our express written consent, which may be withheld in our sole and absolute discretion.

- 22. Communications. In order to ensure we carry out your instructions accurately and to provide quality member service, you consent to the monitoring and recording of telephone conversations and other communications between you and us. You also agree that we may contact you for any purpose at any address or telephone number you have provided to us, including any e-mail address or cell phone number, and by any communication channel available such as text messaging. You agree that any resulting voice and data charges imposed by your communications carrier are your responsibility.
- 23. Cooperation in the Investigation of Claims of Unauthorized Activity. If you submit a claim of unauthorized activity relating your Account, you agree, on our request, to (a) adequately describe your claim in writing in a signed affidavit, declaration under penalty of perjury, or any other form that we provide, (b) file a police report, and (c) cooperate with us in all respects in the investigation of your claim, including promptly completing and returning to us any documentation that we may require. If you fail to fully cooperate with us in the investigation of your claim, we may terminate our investigation and revoke any provisional credit we have provided to you.

FORT WORTH CITY CREDIT UNION ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURES

AGREEMENT

- 1. Issuance of Card or Personal Identification In this Agreement and Disclosures ("Agreement"), the words "you," "your," and "party" refer to any person or entity to whom a Fort Worth City Credit Union VISA® Check Card ("Card") is issued, any person to whom a Personal Identification Number ("PIN") is issued in connection with any such Card or other electronic fund transfer service, any person authorized to use or given access to use to any such Card or PIN, and any owner on any Credit Union Account which may be accessed by the Card or the PIN. The words "we," "us," "our," and "Credit Union" refer to Fort Worth City Credit Union. You agree that any use of a Card or PIN by you shall be governed by the terms and conditions set forth in this Agreement, as well as the terms of your Account Agreement with us, which is incorporated into this Agreement by reference.
- 2. Overdrafts. You agree that you will not use your Card and PIN to withdraw or transfer funds from your Account in amounts exceeding the available balance in your Account at the time of any such transfer. You agree that we will be under no obligation to make a withdrawal or transfer if there are insufficient funds in your Account. If your Account has sufficient funds to cover one or more but not all checks, withdrawal orders, or electronic fund transfers during any given business day, we may honor those items, allow those withdrawals, or make any such electronic fund transfers in any order that we choose in our sole discretion including honoring first any such checks, orders, or transfers payable to us, and dishonoring or refusing any item, order, or transfer for which there are insufficient funds available thereafter. If you have applied and been approved for overdraft protection with us, you agree that your use of the Card and PIN or, for business or organization accounts, the Overdrafts and Dishonored Items section of the Business Membership and Account Agreement.. If you have not opted-out of the Courtesy Pay overdraft protection service and wish to have Courtesy Pay consideration extended to your ATM and one-time VISA Check Card transactions, you must complete a separate opt-in authorization. We will not consider paving ATM and onetime VISA Check Card debit transactions using the Courtesy Pay service unless you have separately optedin. Please contact the Credit Union to receive an opt-in authorization form.
- 3. Card and PIN Security. You agree to keep your Card and PIN in a place of safekeeping, to refrain from disclosing your PIN to any third party, to refrain from writing your PIN on your Card, and to refrain from recording or displaying your PIN in such a manner that it will be accessible by third parties. You agree that the use of the Card or PIN by (i) you, (ii) any other applicant, (iii) any party to any of your Accounts that may be accessed by the Card, (iv) anyone you permit or authorize to use

- your Card or PIN, and (v) anyone to whom you disclose your PIN or give access to your Card or PIN shall be deemed an authorized use for which you shall be liable. You are responsible for reporting the loss or theft of your Card or PIN to us as soon as possible after the loss or theft
- 4. Surrender, Cancellation, and Amendment. You agree to surrender your Card to us upon demand. You agree, further, that the Card shall at all times remain our property and that we may terminate any one or more electronic fund transfer services or cancel this Agreement at any time, subject to such notification as may be required by applicable law. You also agree that we may amend, supplement, or add to this Agreement and Disclosures from time to time, subject to such notification as may be required by applicable law.
- 5. VISA Check Card Preauthorization Holds. When you use your VISA Check Card at certain merchants such as gas stations (pay at the pump), restaurants, hotels, airlines, and rental car companies, the merchant may request a preauthorization amount from us to cover the transaction. The preauthorization amount may be greater than the actual purchase amount. We will place up to a five day hold on your Account for the amount of a preauthorization request. This hold may remain on your Account for up to five days, not including weekends and banking holidays, even after the transaction has been paid. Preauthorization holds may affect the availability of funds in your Account to pay for checks and other withdrawal orders presented on your Account. You acknowledge and agree that we may place merchant preauthorization holds on your Account in connection with Card transactions you request, and we are not liable for any damages or fees you may incur for dishonor of items or otherwise because of such holds.
- 6. Confidentiality. Certain services such as the EZ Tel Audio Response System and the Home Banking and Bill Payment Service may allow any user to obtain certain information about the primary member and the primary member's Credit Union accounts, including all of the primary member's deposit and loan account information, even if the user is not an owner or is not otherwise authorized on all accounts. You acknowledge and agree that any user authorized to use your PIN to access the EZ Tel System and the Home Banking and Bill Payment Service, and any additional services we may specify in the future, will have full access to the primary member's Account information available through those services, and we are not responsible for access to your information by any such persons.

DISCLOSURES

Note to Business and Organization Account Holders. The following disclosures are provided for the benefit of consumers pursuant to the Electronic Fund Transfer Act and Federal Reserve Board Regulation E. The Act and Regulation do not apply to business, organization, and other non-consumer Accounts. If you are a business, organization or non-consumer Account holder, the disclosures below relating to member liability, credit union liability, and billing errors do not apply to you. The remainder of the disclosures are provided for informational purposes only and are not intended to expand the scope or coverage of the Act or Regulation to business, organization, and other non-consumer Accounts.

 Transfer Types. The following electronic fund transfer services are available:

VISA Check Card

Account Access – You may use your VISA Check Card and PIN to:

- Withdraw cash from your Checking Accounts and Savings Accounts
- Transfer funds from your Checking and Savings Accounts
- Inquire as to the balance in your Checking and Savings Accounts
- Pay for purchases at places that have agreed to accept the Card

Signature-based transactions do not require a PIN but may require positive identification.

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

Transfer Limitations – You may transfer or withdraw up to \$500 per day (24-hour period) using an ATM. You may withdraw up to \$1,500 per day for point-of-sale transactions. Friday through Sunday is considered one day unless Friday is a holiday in which case Thursday through Sunday will be considered one day. If Monday is a holiday, then Friday through Monday will be considered one day.

If you use your VISA Check Card at an ATM, you are allowed a maximum of four free ATM transactions per month, including cash withdrawals, balance inquiries, and fund transfers between your Accounts. This limitation is an aggregate limitation, meaning that it applies to any combination of transactions across all of your Accounts and not to each Account separately. If you exceed this limitation, you will be charged an Excessive ATM Transaction Fee as set forth in the Fee Schedule. Point-of-Sale transactions are always free and do not count toward this limitation.

See Section 2 below for additional transfer limitations that apply to VISA Check Card transactions.

EZ Tel Audio Response System

Account Access - You may use your EZ Tel PIN to:

- Transfer funds between your Checking and Savings Accounts
- Request that a check be mailed to your address on file for a withdrawal from your Checking or Savings Accounts
- Obtain your recent Account history and balance information
- Make payments on your loan accounts with us
- Please refer to our EZ Tel brochure for a complete list of all available services

Transfer Limitations – See Section 2 below for transfer limitations that apply to EZ Tel transactions.

Home/Mobile Banking and Bill Payment Service

Account Access - You may use your Home Banking PIN to:

- Transfer funds from your Savings and Checking Accounts to your own Accounts and to other Credit Union accounts on which you are an owner
- Obtain your recent Account history and balance information
- Make payments on your loans with us from your Checking and Savings Accounts
- Make bill payments to approved merchants and other approved parties from your Checking Account (except City Direct Account Accounts)

The Bill Payment Service is not available for City Direct Account Accounts. Your contractual arrangement for the Home Banking and Bill Payment Service may provide for additional terms, conditions, disclosures, and limitations.

We may impose an inactivity fee if you do not complete a bill payment transaction on a regular basis. Please refer to the Fee Schedule for fees that apply to the Bill Payment Service and terms and conditions for the assessment of those fees.

Transfer Limitations – See Section 2 below for transfer limitations that apply to Home Banking and Bill Payment Service transactions.

Direct Deposit and Preauthorized Withdrawal Transfers

You may make arrangements for certain direct deposits to be accepted into your Checking or Savings Accounts or to pay certain recurring bills from your Checking or Savings Accounts.

Transfer Limitations – See Section 2 below for transfer limitations that apply to Direct Deposit and Preauthorized Withdrawal transfers.

Electronic Check Conversion

If you pay for something by check and the merchant or payee permits, you may authorize the merchant or payee to make a one-time electronic payment from your Checking Account using information from your check to pay for the purchase or to pay a bill. You may also authorize a merchant or payee to electronically debit your Checking Account for returned check fees. You are deemed to have authorized these transfers if you sign an authorization or if you engage in the transaction after receiving notice that the transfer will be treated as an electronic fund transfer.

- 2. Transfer Limitations for Membership Share **Accounts.** Under government regulations that apply to your Membership Share, Special Club, Christmas Club, City Student/City Kids Savings, and IRA Share Accounts, you may not make more than six transfers and withdrawals, or a combination of such transfers and withdrawals from these Accounts, per calendar month to another Account of yours at the Credit Union or to a third party by means of a preauthorized or automatic transfer, or telephonic agreement, order, or instruction (including transfers by personal computer or other data transmission). Withdrawals by mail, messenger, ATM, or in person, and transfers to make payments on your loans with us are not included in this limitation. But automatic or preauthorized transfers from your Accounts to make payments on loans that your family members may have with us are counted against this transaction limitation. If you exceed the number of transfers permitted, your Account may charged a fee or closed.
- 3. Fees. Please refer to our Fee Schedule accompanying this Agreement for disclosures of fees and charges that apply in connection with your use of electronic fund transfers services. In addition to the fees disclosed on our Fee Schedule, when you use an ATM not owned by us, you may be charged an additional fee by the ATM operator or any network used. And you may be charged an additional fee for a balance inquiry even if you do not complete a fund transfer.
- Business Days. Our business days are Monday through Friday, excluding holidays observed by the Credit Union.

5. Documentation.

- (a) Terminal Transfers. You can get a receipt at the time you make any transfer of \$15 or more to or from your Account using an ATM or a point-of-sale terminal.
- (b) Periodic Statements. You will receive a monthly Account statement from us for your Checking and Savings Accounts if there is electronic fund transfer activity on the Account during a given month. In any event, you will receive a statement for your Accounts at least quarterly.

- (c) **Direct Deposits.** If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call us at (817) 732-2803 to find out whether or not the deposit has been made.
- 6. Preauthorized Payments.
 - (a) Right to Stop Payment of Preauthorized Transfers and Procedure for Doing So. If you have arranged in advance to make regular payments from your Account, you can stop any of these payments. Here's how:
 - Call (817) 732-2803 or write to us at the address listed in these disclosures in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge a fee as set forth in our Fee Schedule for each stop payment order you give.
 - (b) Notice of Varying Amounts. If these regular payments may vary in amount, the person or company you are going to pay will tell you, ten days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
 - (c) Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- Contact in Event of Unauthorized Transfer. If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call:

1-855-578-5797 or write to: Fort Worth City Credit Union P.O. Box 100099 Fort Worth, TX 76185-0099

You may report a lost or stolen VISA Check Card after hours by calling 1(855) 578-5797 (24 x7)

- Confidentiality. We will disclose information to third parties about your Account or transfers you make:
 - (a) Where it is necessary for completing transfers, or
 - (b) In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
 - (c) In order to comply with government agency or court orders, or
 - (d) If you give us your written permission.

- 9. Your Liability for Unauthorized Transfers and Advisability of Prompt Reporting. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account.
- (a) For Point-of-Sale Transactions with Your VISA Check Card. If you believe your Card or PIN has been lost or stolen, you will not be liable once you notify us that someone may or has used your Card or PIN without your permission. The foregoing liability limitation does not apply if you are grossly negligent or fraudulent in the handling of your Account or your Card. In those cases, your liability will be determined under the standards set forth below for all other transactions.
- (b) For All Other Transactions. If you tell us within two business days, you can lose no more than \$50 if someone used your Card or PIN without your permission.

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

Also, if your statement shows transfers that you did not make, including those made by Card, PIN, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

- Credit Union's Liability. If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:
 - If, through no fault of ours, you do not have enough money in your Account to make the transfer.
 - If the terminal or system where you are making the transfer does not have enough cash.
 - If the ATM or system 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.

- If the funds in your Account are subject to an administrative hold, legal process, or other claim.
- If the failure to properly complete the transaction is caused by erroneous information supplied by you or your agent.
- If you have closed the Account from which you have preauthorized electronic fund transfers.
- There may be other exceptions stated in our agreement with you.
- 11. In Case of Errors or Questions about Your Electronic Transfers. Call or write us at the telephone number or address listed in these disclosures as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.
 - Tell us your name and Account number.
 - Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 - Tell us the dollar amount of the suspected error

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

We will determine whether an error occurred within ten 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 provisionally credit your Account within ten business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. For VISA Check Card point-of-sale (non-ATM) transactions, we will provisionally credit your Account within five business days for the amount you think is in error unless we determine that the circumstances or your Account history warrants a delay of up to ten business days. If we ask you to put your complaint or question in writing and we do not receive it within ten business days, we may not credit your Account.

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

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

- 12. VISA Check Card Currency Conversion. If you effect an international transaction with your VISA Check Card, the rate of exchange between the transaction currency and the billing currency used for processing the international transaction will be:
 (i) a rate selected by VISA from the 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 (ii) the government mandated rate in effect for the applicable central processing date.
- 13. Illegal Transactions. You agree that you will not cause or allow your Card or PIN to be used in any manner or for any transaction that we believe poses an undue risk of illegality, and we may refuse to authorize any such use or transaction. If you use your Card or PIN for a transaction that is determined to be illegal, you will be liable for the transaction. You also waive any right to take legal action against the Credit Union for your illegal use of your Card or PIN and agree to indemnify and hold harmless the Credit Union and VISA International, Inc. from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use
- 14. ATM Safety Precautions. Exercise discretion when using an ATM or night deposit facility. Observe basic safety precautions. Prepare for any ATM transactions prior to approaching the ATM or night deposit facility. Retain your receipts, and do not leave them at the ATM or night deposit facility. Do not lend your Card to anyone, and do not leave your Card or any other documents at the ATM or any night deposit facility. Keep your PIN secret and memorize it. Do not give anyone information regarding your Card or PIN over the telephone. When using an ATM, place your body in a position so that you will prevent others from observing your PIN when entered. At any ATM or night deposit facility, keep a lookout for any suspicious activity near the facility and assure yourself that the facility and all approaches to the facility are well lighted. Conceal cash received from an ATM to the best of your ability and count it after you have left the ATM. If anyone offers assistance while you are operating an ATM, do not accept it. If you have begun a transaction, consider canceling the transaction and leaving the ATM location. Finally, compare your receipts against the statements you receive and notify us immediately if you suspect that an error or unauthorized transaction has occurred.

Fort Worth City Credit Union Funds Availability Policy

Except for the substitute check disclosures below that apply to all consumer Accounts, the following policy applies only to Fort Worth City Credit Union transaction Accounts. The term "transaction accounts" includes all checking accounts. We may delay the availability of funds deposited into other accounts for longer periods. Please ask a member services representative if you should have a question about the availability of funds deposited into any of your Accounts.

YOUR ABILITY TO WITHDRAW FUNDS

Our policy is to delay the availability of funds from your cash and check deposits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

Determining the Availability of a Deposit

The length of the delay is counted in business days from the day of your deposit. Every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

The length of the delay varies depending on the type of deposit and is explained below. Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

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

Same-Day Availability

Funds from electronic direct deposits to your Account will be available on the day we receive the deposit.

Next-Day Availability

Funds from the following deposits are available on the first business day after the day of your deposit:

- . U.S. Treasury checks that are payable to you
- Wire transfers
- Checks drawn on Fort Worth City Credit Union

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

- Cash
- · State and local government checks that are

payable to you

- Cashier's, certified, and teller's checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available no later than the second business day after the day we receive your deposit.

Our policy is to make funds from most all other types of checks available as follows: The first \$100 from a deposit of checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a local check of \$700 on a Monday, \$200 of the deposit is available on Tuesday. The remaining \$600 is available on Wednesday.

Longer Delays May Apply

Funds you deposit by check may be delayed for a longer period under the following circumstances:

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

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

Holds on Other Funds

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

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

Special Rules for New Accounts

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

Funds from electronic direct deposits into your Account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury Check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

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

Substitute Checks and Your Rights Important Information about Check 21 and Your Credit Union Share Accounts

Notice -- The following information only applies to consumer accounts which are used primarily for a personal, family, or household purpose.

Substitute Checks and Your Rights What Is a Substitute Check?

To make check processing faster, a federal law called Check 21 permits banks to replace original checks with >>substitute checks.== These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: >>This is a legal copy of your check. You can use it the same way you would use the original check.== You may use a substitute check as proof of payment just like the original check.

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

What Are My Rights Regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check).

The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, 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 also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

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

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

How Do I Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us in writing at Fort Worth City Credit Union, 2309 Montgomery Street, Fort Worth, TX 76107. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances

Your claim must included

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

TRUTH-IN-SAVINGS RATE DISCLOSURES*

The rates and fees contained in this Schedule are accurate as of and are subject to change without notice. For current information, call the Credit Union at (817) 732-2803. This Rate and Fee Schedule for all accounts sets forth certain conditions, rates, fees, and charges applicable to your accounts at Fort Worth City Credit Union, and is incorporated as part of your Account Agreement with us.

Account	Dividend / Interest Rate	Annual Percentage Yield (APY)	Minimum Balance Requirements
Membership Share	%	%	\$25 to open. You must maintain a daily balance of at least \$25 or your Account will be closed.
CU Super Saver	%	%	
			\$10 to open. You must maintain a daily balance of at least \$10 or your Account will be closed.
CU Varsity Savings	%	%	
			\$10 to open. You must maintain a daily balance of at least \$10 or your Account will be closed.
CU Xceed Savings	%	%	\$10 to open. You must maintain a daily balance
Special Club	%		of at least \$10 or your Account will be closed. No minimum balance to open or earn dividend.
Christmas Club	%	%	No minimum balance to open or eam dividend.
Escrow	%	%	No minimum balance to open or earn dividend.
IRA Account	%	%	No minimum balance to open or earn dividend.
Checking Plus Checking	%	%	Interest Bearing Account. \$25 to open. You must maintain a balance of at least \$500 to avoid a Below Minimum Balance Charge.*
Freedom Checking	This is a Non-Dividend Bearing Account	This is a Non-Dividend Bearing Account	\$25 to open. No minimum balance required.
Senior Pardner Checking	%	%	Interest Bearing Account. \$25 to open. No minimum balance required.
CU Varsity Checking	%	%	Interest Bearing Account. \$10 to open. No minimum balance required.
CU Xceed Checking	%	%	Interest Bearing Account. \$10 to open. No minimum balance required.

[&]quot;You must maintain the disclosed minimum daily balance in your Account to avoid a Monthly Below Minimum Balance Charge. If during any month the daily balance in your Account falls below the minimum balance requirement, your Account will be subject to a Monthly Below Minimum Balance Charge for that month as set forth in the Fee Schedule.

^{*}Refer to the TIS Fee Schedule for related fees and charges

^{*}Business and Organization Accounts are subject to the separate Business Membership and Account Agreement and Business Account Rate and Fee Schedule and are not subject to this Account Agreement or the Truth in Savings <u>Rate Disclosures and</u> Fee Schedule appearing in this booklet. Except for the foregoing, business and organization accounts are subject to all other terms and disclosures in this booklet to the extent applicable.

TRUTH IN SAVINGS FEE SCHEDULE***

Fees Applicable to All Accounts

Statement Copy Fees or Printouts (per page) Wire Transfer Fee per transfer (free for Senior Pardner) International Wire Transfers (per transfer) Teller's or Cashier's Checks (per check) (Fee waived for Sr. Pardner Checking Accounts.) Travelers Checks Collection Item (per item) Deposit Return Item (per item) Returned Mail	\$1 \$15 \$30 \$2 No Charge \$10 \$5 \$5
Share Account Fees	
Fee for Closing Account within 90 days after Opening Excessive Withdrawal Fee for Membership Share & Club Accounts	\$10
(per withdrawal after 6 per month)	\$5
CU Xceed Accounts (per withdrawal after 6 per month)	\$2 \$20
Checking Account Fees	
Insufficient Funds Fee (per order or item)	\$20
Courtesy Pay Fee* (per order or item) (Not Available for CU Varsity, CU Xceed Checking and City Direct Accounts)	\$20
Courtesy Pay Fee* (per order or item) (Not Available for CU Varsity, CU Xceed Checking and City Direct Accounts)	\$20 \$20
Courtesy Pay Fee* (per order or item) (Not Available for CU Varsity, CU Xceed Checking and City Direct Accounts)	\$20
Courtesy Pay Fee* (per order or item) (Not Available for CU Varsity, CU Xceed Checking and City Direct Accounts)	\$20 \$20
Courtesy Pay Fee* (per order or item) (Not Available for CU Varsity, CU Xceed Checking and City Direct Accounts)	\$20 \$20 \$25
Courtesy Pay Fee* (per order or item) (Not Available for CU Varsity, CU Xceed Checking and City Direct Accounts)	\$20 \$20 \$25 \$2 \$2
Courtesy Pay Fee* (per order or item) (Not Available for CU Varsity, CU Xceed Checking and City Direct Accounts)	\$20 \$20 \$25 \$2 \$2 \$3 No Charge
Courtesy Pay Fee* (per order or item) (Not Available for CU Varsity, CU Xceed Checking and City Direct Accounts)	\$20 \$20 \$25 \$2 \$3 No Charge No Charge No Charge
Courtesy Pay Fee* (per order or item) (Not Available for CU Varsity, CU Xceed Checking and City Direct Accounts)	\$20 \$20 \$25 \$2 \$3 No Charge No Charge No Charge \$15
Courtesy Pay Fee* (per order or item) (Not Available for CU Varsity, CU Xceed Checking and City Direct Accounts)	\$20 \$20 \$25 \$2 \$3 No Charge No Charge No Charge

^{*}The Courtsey Pay fee is imposed for overdrafts created by checks, in-person withdrawals, ATM withdrawals, or by other electronic means.

^{**}The Bill Payment Service Inactivity Fee applies if you have enrolled in the Bill Payment Service and do not complete a bill payment transaction at least once every 90 days. To avoid the Bill Payment Service Inactivity Fee, complete a bill payment transaction at least once every 90 days or cancel the Bill Payment Service by accessing the Bill Payment Setup tab within the Home Banking program.

***Business and organization accounts are subject to the separate Business Account Rate and Fee Schedule.

Below Average Aggregate Balance Quarterly Fees

Quarterly average aggregate (total) loan and deposit balance less than \$500.00 and no NSF or overdraft fees paid during the quarter	\$5
Quarterly average aggregate (total) loan and deposit balance of less than \$500.00 and not on e-statements.	\$2

Check Printing Fees

The charge for checks depends on the style chosen. For the Senior Pardner and Checking Plus Accounts, the designated special style is free, up to four boxes of checks per year for the Senior Pardner Checking and up to two free boxes per year for the Checking Plus Checking Accounts. See the Truth-in-Savings Account Disclosures for more information about withdrwals from the City Direct Account.

Christmas Club Fees

Early Withdrawal Fee	(per withdrawal)	\$10
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ATM Fees

Other Fees

VISA Check Card (Initial Card(s)	No Charge
VISA Check Card (Replacement or Additional Cards), (per card)	
My Card Creation (per card)	\$5
Reciept Copy of Debit or Credit Card Purchase from Merchant	
(per reciept)	\$8