

AGREEMENTS AND DISCLOSURES



EFFECTIVE: JULY 1, 2025

MEMBERSHIP AND ACCOUNT AGREEMENT

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION THAT LIMITS THE RIGHTS OF THE PARTIES TO LITIGATE DISPUTES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL. IF YOU HAVE QUESTIONS ABOUT ARBITRATION, CONSULT AN ATTORNEY OR VISIT THE AMERICAN ARBITRATION ASSOCIATION WEBSITE AT WWW.ADR.ORG.

In this Agreement, the words “you,” “your,” and “Party” mean any person or entity who signs an application or other form in connection with the opening of any Account with Advancial Federal Credit Union, any such person or entity who maintains an Account with us, or any other person or entity authorized to use or having access to any such Account. “Account” means, individually and collectively, the Primary Member’s Primary Savings Account and all share subaccounts opened under the same Account number unless the terms of this Agreement specifically exempt a certain Account. “Owner” means each Party who owns the Account. “Primary Member” means the Owner under whose name, membership number, and Taxpayer Identification Number one or more Accounts are established. “Joint Owner” means all other owners to the Account. The words “we,” “us,” “our,” “Advancial,” and “Credit Union” mean Advancial Federal Credit Union.

In this Agreement, and in your Truth-in-Savings Account Disclosures and Account Services & Fee Schedule, the term “Savings Account” may be used to describe your Share Accounts with us, the term “Checking Account” may be used to describe your Share Draft Accounts with us, and the term “Savings Certificate” may be used to describe your Share Certificate Accounts with us.

You authorize us to establish one or more Accounts for you and on behalf of any other persons designated in any Membership & Account Application, Membership Application Summary, Change/Add/Delete Authorization, Change/Add/Delete Authorization Summary, or any other Account instrument or electronic process executed with us (all individually and collectively referred to as the “Application”). If you are unable to provide a Social Security Number or other Taxpayer Identification Number at the time of Account opening, we may suspend the opening of your Account or you may request a non-dividend bearing Account until your Social Security Number or other Taxpayer Identification Number is provided. 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 Account Services & Fee Schedule as amended from time to time and to conform to our rules, regulations, bylaws, and policies now in effect and as amended or adopted hereafter. In case of any conflict between the terms of this Agreement and the disclosures set forth in the Truth-In-Savings Account Disclosures and Account Services & Fee Schedule, the Truth-In-Savings Account Disclosures and Account Services & Fee Schedule will control. The Truth-In-Savings Account Disclosures and Account Services & Fee Schedule 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. This Membership and Account Agreement and the accompanying disclosures contained in this booklet supersede all previous versions of the Membership and Account Agreement and accompanying disclosures.

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 Account Services & Fee Schedule accompanying this Agreement.

ACCOUNT OWNERSHIP

Account ownership selection is made on the Application. The type of Account ownership you select may determine how property passes on your death. Your will may not control the disposition of funds held in some of the following Accounts.

1. Single Party Accounts. Under this type of Account ownership, the sole Owner 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 open a Single Party Account with a P.O.D. designation, then on your death ownership of the Account passes to the P.O.D. beneficiaries then living and the Account is not part of your estate.

2. Multiple Party Accounts. If an Account is opened by two or more Owners, or if one or more Owners are added to a Single Party Account after the Account is opened, the Account will be a Multiple Party Account. A Multiple Party Account and all subaccounts opened at any time under the same Account number, except for IRA and loan Accounts, shall be owned by the same Owners as designated in the Application establishing or modifying the Account. If a Party is removed from any Account, that Party will be removed from all subaccounts under the same Account number, except loan Accounts if applicable. The Owners to a Multiple Party Account own the Account in proportion to their net contributions to the Account. Payment to any Party shall be valid and discharge the Credit Union from any and all liability for such payment. Except as otherwise provided in this Agreement, the Credit Union may accept instructions from any Party or act at the request of any Party with regard to any such Account without the consent of any other Party to the Account. Each Owner authorizes all other Parties to the Account to act on his or her behalf with respect to the Account and to endorse any instrument payable to him or her for deposit to any such Account. Without the consent or joinder of any other Owner and without regard to the interest in the Account of any other Owner, any Party to the Account may (i) make deposits to or withdraw funds from the Account, (ii) place stop payment orders with respect to any items drawn on the Account by any Party to the Account, (iii) pledge all of the shares or deposits in an Account to secure the Primary Member’s indebtedness owing to us, or (iv) designate an Account to provide overdraft protection for any other Account of the Primary Member. In the event any Account may be accessed by means of an electronic fund transfer, including the use of



a Debit/ATM card issued in connection with the Account or the use of any telephone, computer, or mobile access program, each Owner grants to every other Party actual authority to initiate any such transfers, to use any such Debit/ATM card issued, and to use any Personal Identification Number ("PIN") issued in connection with any such card, telephone, computer, or mobile access program.

Only the Primary Member in whose name a Multiple Party Account is opened, who designates other Parties to own the Account jointly, may change Parties to the Account, add Parties to the Account, remove any Parties from the Account, or add or delete Payable on Death beneficiaries. Any such action by the Primary Member will apply to all subaccounts under the same Account number. At its option, the Credit Union may require that an Account be closed and a new Account opened in lieu of permitting the Primary Member to remove any Party from an Account, or the Credit Union may require the consent of any Party prior to acting upon any written notification or instruction by the Primary Member to remove that Party from an Account. At its option, the Credit Union also may require the consent of any other Owner before adding or removing a Payable on Death beneficiary. No other Party to a Multiple Party Account may make any such change, addition, or deletion without the Primary Member's written consent, except that any Party to a Multiple Party Account may always remove himself/herself from the Account. The Parties agree that the Credit Union may pay funds in any Multiple Party Account to or on the order of any Owner, regardless of whether any other Party is incapacitated or deceased. The Credit Union makes no representation concerning the legal consequences or effectiveness of the survivorship rights described below, including any consequences arising out of the community property laws of any state, and you agree to indemnify, defend, and hold us and our officers, employees, and agents harmless from any loss or liability in connection with any survivorship designation. You understand that you should consult with a qualified attorney if you have any questions regarding the validity, effectiveness, or fitness of any such survivorship designation for any purpose.

(a) Multiple Party Account with Right of Survivorship.

Unless otherwise designated in the Application establishing or modifying the Account, a Multiple Party Account will be with Right of Survivorship. A survivorship designation may be ineffective unless the Application is signed by all Account Owners. All funds deposited into any Multiple Party Account with Right of Survivorship, including any earnings thereon, shall be owned by the Primary Member jointly with all other Owners who have signed the Application, with right of survivorship. On the death of an Owner, all sums in the Account on the date of the death vest in and belong to the surviving Owner(s) as their separate property and estate. The interest of the surviving Owners is subject to any lien the Credit Union has for a deceased Owner's obligations and any security interest the deceased Owner gave in the Account funds, regardless of whether the surviving Owners have consented to the security interest.

(b) Multiple Party Account without Right of Survivorship.

An Account will be a Multiple Party Account without Right of Survivorship if you have so designated in the Application establishing or modifying the Account. For a Multiple Party Account without Right of Survivorship, on the death of an Owner, the Owner's ownership of the Account passes as a part of the Owner's estate under the Owner's will or by intestacy, subject to any lien the Credit Union has for the deceased Owner's obligations and any security interest the deceased Owner gave in the Account funds.

3. Payable on Death (P.O.D.) Accounts. A P.O.D. Account is an Account payable on request to one or more Owners 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. You agree that the persons named as P.O.D. payees in any Application establishing or modifying the Account, whether one or more, are designated as P.O.D. payees on the Account and also any subaccounts opened at any time under the same Account number, except for IRA and loan Accounts. P.O.D. payees may not be designated for a Multiple Party Account without Right of Survivorship or for any non-individual Accounts such as Business, Association, and Organization Accounts. During the Owners' lifetime, all funds paid into or deposited into the designated Account, including any earnings thereon, shall be owned by the Owners, and payment may be made upon your request or the request of any Party to the Account. If the Account is a Multiple Party Account with Right of Survivorship, during the Owners' lifetimes the provisions set forth above with regard to such Accounts shall control. Upon your death (the death of the last Owner to survive), ownership of the Account passes to the P.O.D. payees. The Account is not part of any original Owner's estate. If there are multiple P.O.D. payees, each P.O.D. payee agrees that, subject to applicable law, all funds shall be owned by the surviving P.O.D. payees in equal, undivided interests 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 indemnify, defend, and hold us and our officers, employees, and agents harmless from any claim asserted by any person or estate as a result of the payment of funds deposited in the designated Account. You understand and agree that a P.O.D. designation shall be ineffective with respect to any Account held in an Individual Retirement Account (IRA). You understand and agree, further, that a P.O.D. designation may be ineffective unless signed by all original Owners to the Account. We make no representation concerning the legal consequences or effect of any P.O.D. designation, and you understand that you should consult with a qualified attorney if you have any questions 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 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. Because we cannot effectively monitor transactions performed outside of our presence, we will not be bound by any terms of the trust that require withdrawals and other transactions to be performed by two or more Co-Trustees. You acknowledge and agree that any terms of the trust or designation by you requiring that actions be performed by two or more Co-Trustees is for the trust's internal purposes only and is not binding on us. You agree that if we make payment to any Trustee or Successor Trustee, or at the direction of any one of the Trustees or Successor Trustees named, that payment shall be valid and shall discharge us from any liability for the sums paid. Any Trustee shall be subject to the terms and conditions set forth in this Agreement and any other agreement governing any such Account. You agree that we shall have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations set forth in this Agreement, and that we shall serve solely as a depository for the trust funds. You



and any Trustee agree to save, indemnify, defend, and hold us and our officers, employees, and agents 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 to (i) determine if the person designated or acting as custodian has been duly designated, (ii) determine if an act of the custodian is in accordance with or authorized by the Texas Uniform Transfers to Minors Act, (iii) question the validity or propriety of any instrument or any instructions executed or given by a person acting as a donor or custodian, or (iv) oversee the application by a custodian of money or other property paid or delivered to the custodian.

6. Accounts for Minors. At our option, we may issue shares and accept deposits in the name of a minor. We may require that a minor Account have a creditworthy Joint Owner at least 18 years of age who shall be jointly and severally liable for any amounts owing to us out of the Account. Until the minor reaches the age of 18, any adult Joint Owner will have the sole authority to act on behalf of the minor with regard to Credit Union membership matters and exercise of Primary Member powers as set forth in Section 2 above, including closing the Account and adding and removing Parties from the Account. We may make payments or deliver other rights solely to the minor without regard to the minor's minority, and you acknowledge and agree that we are discharged from liability to the extent of any such payment or delivery. We have no duty to inquire of the use or purpose of any transaction requested by the minor or any Joint Owner. If you request that we open a minor Account on which the minor's parent or guardian will not be a Joint Owner, we may require the parent or guardian's consent before opening the Account. We may also require that the Account Owners give written consent to allow the minor's parent or guardian to access information about the Account. You may not pledge a minor Account as collateral for a loan or for any other purpose. When the minor reaches the age of 18, we will not automatically change the form of ownership of the Account.

7. Business, Association, and Organization Accounts. At our option, we may issue shares and accept deposits in the name of a business, association, or organization upon the following terms and conditions.

(a) Representations. You expressly represent that (i) the Account Owner named on any Certificate of Resolution, Certification and Authorization, or similar certification document (collectively, "Account Authorization") is duly organized, validly existing, and in good standing under the laws of the state where organized and has filed a Certificate of Formation or a similar document, Assumed Named Certificate or similar document, and any other documents as required by law and in a manner sufficient to ensure that no other person or entity shall conduct business under the same name or any name deceptively similar to that of the Account Owner, (ii) each officer, partner, agent, representative, or other party who signs on any Business Account Signature Card or Business Change/Add/

Delete Authorization as an Authorized Officer(s) or Authorized Signer is qualified and authorized to sign in the capacity represented and is empowered to so act on behalf of the Account Owner named, and (iii) the Account Owner named on any Account Authorization is either a member of the Credit Union presently or is eligible to apply for membership in keeping with the membership requirements set forth below.

(b) Signer Authority. The Authorized Officer(s) or any of the Authorized Signers named on any Business Account Signature Card or Business Change/Add/Delete Authorization shall be individually and jointly authorized to transact business on behalf of the Account Owner with respect to any Business, Association, or Organization Account (collectively, "Business Account") designated on the Account Authorization and are authorized to (i) close any such Account(s), (ii) deposit and withdraw any of the funds of the Account Owner in such Account(s), whether represented by cash, checks, notes, or other evidences of debt, (iii) sign for and receive the statements and records of the Account Owner with respect to any such Account(s), (iv) stop payment against checks, (v) make withdrawals or transfers from any such Account for the purpose of purchasing Share Certificates in the name of the Account Owner and to redeem any such Share Certificates in the name of the Account Owner, and (vi) make any other agreements and stipulations with us with respect to such Account(s) and to bind the Account Owner thereto, except that only an Authorized Officer may add or remove an Authorized Signer from an Account by submitting a duly executed Business Account Signature Card in accordance with Subsection (j) herein. The authority of the Authorized Officers and Authorized Signers shall remain in effect until we receive written notice from an Authorized Officer and give written acknowledgement of receipt of the revocation thereof.

(c) Endorsements. The endorsement of the Account Owner of items for deposit may be written or stamped without designation of the party making the endorsement.

(d) Withdrawals. We are authorized to honor any and all withdrawals of the Account Owner's funds by the Authorized Officer(s) and any Authorized Signer, and we need make no inquiry concerning any such action.

(e) Liability and Indemnity. We will not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds by the Authorized Officer(s) or any of the Authorized Signers. The Account Owner, the Authorized Officer(s), and each of the Authorized Signers, jointly and individually, agree to indemnify, defend, and hold us and our officers, employees, and agents harmless from any claims, demands, expenses, losses, or damages, resulting from or directly or indirectly related to any establishment or maintenance of any Business Account and any transaction activity related thereto.

(f) 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, the Account Owner, the Authorized Officer(s), and the Authorized Signers will be jointly and severally liable to us to the extent not prohibited by applicable law. The Account Owner, the Authorized Officer(s), and the Account Signers waive any right to take legal action against the Credit Union for any illegal use or transactions and all 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.

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

(g) Documentation and Notification Obligations. The Account Owner, the Authorized Officer(s), and the Authorized Signers agree to cooperate with us and execute or provide any additional documentation as we may reasonably require or deem appropriate in connection with the opening and maintaining of any Business Account. The Account Owner, if a sole proprietorship, agrees to notify the Credit Union in writing within 30 days of any changes to the Account Owner's name, the physical address of the business, the home address of the Account Owner, the driver's license number or personal identification card number issued to the business owner, and Assumed Name Certificate(s), if any. If the Account Owner is a corporation or other legal entity, the Account owner agrees to notify us in writing within 30 days of any changes in the information contained in its Certificate of Formation, Certificate of Incorporation or a comparable document, and any Assumed Name Certificate filings.

(h) Facsimile Signatures. The Account Owner, the Authorized Officer(s), and the Authorized Signers authorize us to recognize the facsimile signature(s) appearing on any Account Authorization or Business Account Signature Card and to charge the Account Owner for all checks, withdrawals, or similar orders drawn on Business Accounts maintained by the Account Owner. We will be so authorized so long as any facsimile signature reasonably resembles the facsimile signature appearing on any Account Authorization or Business Account Signature Card.

(i) Access Devices. We may adopt policies from time to time under which we may issue debit cards or other electronic access devices, personal identification numbers (PINs), or passwords to persons designated by the Account Owner, at the Account Owner's request. You acknowledge and agree that the issuance of an access device, PIN or password in connection with a Business Account affords ready access to the Account by the person or persons authorized by the Account Owner, as well as other persons who are provided access to the access device, PIN, or password or who

otherwise obtain the access device, PIN or password whether by way of negligence, theft, collusion, or otherwise. As a result, you acknowledge and agree that the Account Owner and the persons authorized by the Account Owner to receive an access device, PIN or password are solely responsible for its use and that we will not be liable for any loss resulting from the unauthorized use of any access device, PIN or password. You agree that the provisions of our Electronic Fund Transfers Agreement and Disclosures addressing our liability and any limitation upon your liability for unauthorized transfers shall not apply to electronic fund transfers when made to or from a Business Account. Subject to any amendment we may make from time to time, all other provisions appearing in the Electronic Fund Transfers Agreement and Disclosures apply to electronic fund transfers in connection with your Business Accounts, except that the time limitations imposed for the investigation of electronic transfers errors and the disclosures regarding pre-authorized transfers shall not be applicable to a Business Account. Further, Debit/ATM Cards for Business Accounts are governed exclusively by the Visa® Business Debit/ATM Card Agreement.

(j) Adding or Deleting Authorized Officers and Authorized Signers. To add or delete Authorized Officers or Authorized Signers from any Business Account, any Authorized Officer(s), acting alone or jointly, may (a) close the Account and open a new Account through the execution of a new Account Authorization and Business Account Signature Card or, (b) modify the Account to provide for any such addition or deletion by completing a new Account Authorization, Business Account Signature Card and providing such additional documentation as we may require. In either case, the new Account Authorization and Business Account Signature Card shall bear the signatures of all persons who thereafter are authorized to sign on behalf of the Account Owner. To add or delete Authorized Officer(s) or Authorized Signers on any Business Account, whether by way of Account closure or modification, we will require the presentment of a new Account Authorization and any other documentation we require, specifying the action to be taken and setting forth those individuals who thereafter will be authorized to transact business on behalf of the Account Owner. You acknowledge and agree that, if the Account Owner elects to add or delete an Authorized Officer(s) or any Authorized Signers by way of an Account modification rather than by closing the Account(s), we may not be able to verify effectively whether any check presented is signed by a valid Authorized Officer or Authorized Signer, and you agree that we are not required to examine instruments presented. In the event of an Account modification, you agree that the Account Owner is solely responsible for denying any deleted Authorized Officer or Authorized Signer access to the Business Account and that we will not be liable for the payment of checks or orders signed or made by any deleted Authorized Officer or Authorized Signer.

(k) Membership Requirement. A Business Account may not be established at the Credit Union unless either the business entity or all of the owners are eligible for membership with the Credit Union.

(l) Additional Agreements. Business Accounts are subject to the rates and other terms set forth periodically in the Business Checking Accounts Disclosure, the Business Savings Account Disclosure, the Business Money Market Savings Account Disclosure, and the Business Savings Certificate Disclosure, as applicable, as well as the fees set forth periodically in our Business Account Services & Fee Schedule, all of which are incorporated herein and as amended from time to time.



(m) Multiple Party Account Ownership Not Applicable.

Except for husband and wife sole proprietorship Accounts opened by sole proprietorships located in community property states, the Multiple Party account ownership provisions set forth in the Membership and Account Agreement are inapplicable to Business Accounts.

(n) Check Clear® Courtesy Overdraft Privilege. The Check Clear Courtesy Overdraft Privilege service is not available for Business Accounts.

8. Accounts for Guardianships and Estates. At our option we may issue shares and accept deposits in the name of (i) a ward on whose behalf a Guardianship has been established under applicable law, or (ii) 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 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 or other applicable 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 (i) determine if the person appointed guardian or estate representative has qualified or continues to be qualified as guardian or as estate representative, (ii) determine if an act of the guardian or estate representative is in accordance with or authorized by the Texas Estates Code or other applicable law, (iii) 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 (iv) 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 presentation, 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 in writing 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 Estates 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.

9. Representative Payee 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 Security, Veterans Administration, or Railroad Retirement Board "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, Veterans Administration, or Railroad Retirement Board, 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, Veterans Administration, or Railroad Retirement Board 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, the Railroad Retirement Board, 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 and our officers, employees, and agents 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, Veterans Administration, or Railroad Retirement Board 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 readily transfer during any imaging of the check. We will not be liable for any resulting losses, and you agree to indemnify, defend, and hold us harmless from such losses if you fail to meet your obligations as set forth in this section. 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 available 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 honoring first 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 generally process checks and all other transaction withdrawals and transfers, such as those made by ATM, point-of-sale ("POS") terminal, mobile device or computer, and preauthorized payments in the order in which they are received, but we may choose to process transactions in any order in our discretion, and we may change the order in which we process



transactions at any time without notice. To avoid fees, you should ensure that your Account contains sufficient available funds at all times 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 are under no obligation 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. We pay checks and allow other transactions and withdrawals on your Account based on your available balance. The available balance is generally equal to your actual balance, minus any amounts subject to holds. For a more complete explanation, refer to subsection (c) of this section, titled Actual and Available Balances. The availability of funds in your Account may be delayed or reduced as described in this Agreement, the Funds Availability Policy Disclosure, the Electronic Fund Transfers Agreement and Disclosures, the Remote Deposit Agreement, and as otherwise permitted by law. You agree that we may provide notices to you electronically to the extent allowed by applicable law.

(a) What is an Overdraft? An overdraft occurs when a check, an electronic Automated Clearing House (ACH) payment, a Debit/ATM Card ("Card") transaction, or any other payment you have made is presented or authorized to the Credit Union for payment, but sufficient funds are not available in the subject Checking Account to pay the transaction. In such a case, the payment would normally be returned to the payee's financial institution, and we may charge an Insufficient Funds Fee. If you have elected our Overdraft Transfers service, however, the transaction can be paid using available funds from your designated Savings, Money Market Savings, or other Checking Account or a prearranged line of credit. For transfers from Savings Accounts or a prearranged line of credit, there is no fee charged for the Overdraft Transfers service. Withdrawals and transfers from Money Market Savings Accounts in excess of three per month are subject to an Excessive Withdrawal Fee as set forth in the Account Services & Fee Schedule. In addition, if you have qualified and your Account is eligible, our discretionary Check Clear® Courtesy Overdraft Privilege ("Check Clear") service may also provide an additional layer of overdraft protection. The Check Clear service is not available for Business Accounts, Money Market Savings Accounts, and may not be available for some consumer Checking Account products. **You may incur fees as set forth in our Account Services & Fee Schedule for using our overdraft protection services, so you should always take care to avoid creating any overdraft.** The following terms explain how our overdraft protection services work.

(b) Overdraft Protection Services. We offer two options for overdraft protection.

The first option, **Overdraft Transfers**, is available for all Checking Accounts. This service transfers available funds from your designated Savings Account, Money Market Savings Account, other Checking Account, or a prearranged line of credit to pay a transaction when your Checking Account does not have sufficient available funds. Except for non-PIN based Card transactions, we determine whether sufficient funds are available based on your account's available balance at the time the transaction is presented to us for

settlement. We do not charge a fee for this service except as noted above for Money Market Savings Accounts. To use the Overdraft Transfers service, you must elect it and designate the priority of your Overdraft Transfers Accounts at the time of Account opening or later by using one of the opt-in methods below. You may cancel this service at any time or make changes to your Overdraft Transfers enrollment through one of the methods below.

The second option, **Check Clear**, is provided pursuant to our discretionary Check Clear Policy as a non-contractual courtesy. Check Clear service is not a line of credit and it is not guaranteed. The amount of the Check Clear privilege approved for your eligible Checking Account may vary and is subject to change at any time based on certain membership factors such as age of Account, deposit activity and history, and overdraft activity and history, including repayment history. A summary of the Check Clear Policy, including eligibility requirements and additional information, will be provided to you at the time you are approved for the service. To use the Check Clear service, you must affirmatively opt-in to the service and coverage level at the time of Account opening or later through any of the opt-in methods provided below in this section. You may revoke your consent and opt-out at any time or make changes to your Check Clear enrollment through one of the methods provided below in this section.

The types of transactions covered by the Check Clear service depend on the coverage level selected. The first level of Check Clear service is **Standard Check Clear**. If you opt-in for the Standard Check Clear service, in the event you write a check or initiate an ACH or other eligible transaction and sufficient funds are not available in your designated Checking Account to pay the transaction using the Overdraft Transfers service, and if there are no other sources of overdraft protection available, we will strive to pay your reasonable overdrafts if your Account is in good standing and you continue to meet eligibility requirements. The second level of Check Clear service is **Extended Check Clear**. If you opt-in for the **Extended Check Clear** service this coverage is expanded to also include your one-time (non-recurring, point-of-sale) Card transactions.

You agree that we may rely on a merchant's coding of a debit card transaction to determine whether a transaction is recurring or a one-time transaction. Check Clear is not available for ATM transactions. Both levels of the Check Clear service will charge a Check Clear Courtesy Overdraft Fee as set forth in the Account Services & Fee Schedule when a transaction is paid using the service.

Opt-In and Opt-Out Methods: You can manage your enrollment in the Overdraft Transfer or Check Clear service, including opting-in, opting-out, or making changes, through one of the following methods:

- **By Phone:** Call us at 214.880.0141 or 800.322.2709
- **In Person:** Speak to a representative at any branch
- **cuAnywhere® Online Banking & Advantical Mobile App:** Log in to your account then navigate to Manage and select Enrollments, where you will find options to manage your Overdraft Transfers or Check Clear services.

(c) Actual and Available Balances. In order to properly manage your Checking Account to avoid overdrafts and resulting fees, it is important to understand that your Checking Account has two kinds of balances: the "actual balance" and the "available balance." Funds



used to pay your transactions may be limited based on the available balance. We use the available balance to determine if your Account will be overdrawn. You can check the amount of your actual balance and available balance by reviewing your Account online through cuAnywhere® Online Banking or the Advancial Mobile App, using our Automated Teller Telephone Banking system, at most ATMs with your Card, and by calling us or visiting a branch office. You must be enrolled in our electronic fund transfer services in order to check your balance through those services.

The actual balance of your Account is the actual amount of money that is in your Account at any given time. The actual balance reflects transactions that have been posted to your Account. It does not reflect pending transactions. For example, if you have \$50 in your Account and you write a check for \$40, then your actual balance remains at \$50 until the check is presented and posted to the Account. The actual balance does not reflect the pending check while it is in transit to us. The actual balance also does not reflect other items that have not yet been posted to your Account, such as a remotely deposited check that has been submitted for deposit and is under review.

The available balance is that part of the actual balance that is available for you to use without incurring overdraft fees. The available balance takes into account holds placed on Account funds such as check deposit holds under our Funds Availability Policy, holds for pending Card transactions that have been preauthorized but not yet posted, and legal holds. For example, if you have \$100 in your Checking Account and you use your Card at a restaurant for \$50, then the merchant may ask us to preauthorize the \$50 payment. When that happens, we will place a hold on your Account for \$50 and your available balance will be reduced to \$50, even though your actual balance will remain at \$100 until the transaction posts or the hold is released. In some cases, such as at restaurants and gas stations, the merchant may ask to preauthorize a greater amount than the initial transaction amount in order to account for tips (for example, at restaurants) or when the final amount of the transaction is not known at the time of preauthorization (for example, at gas pumps). Funds subject to a preauthorization hold are not available to pay checks, other Card transactions, online Bill Pay, ACH, and other transactions. Please refer to the Electronic Fund Transfers Agreement and Disclosures for more information about Card preauthorization holds. You should also keep in mind that the available balance may not always reflect all outstanding pending payments such as checks that you have written that have not yet cleared on your Account. Additionally, the available balance may not always reflect outstanding Card transactions. For example, if a merchant obtains a preauthorization hold but does not submit a one-time Card transaction for payment within three days of the preauthorization, we must release the hold. In such a case, the available balance will not reflect the outstanding transaction until we receive it and post it to the Account. **As a result, you must carefully track all of your transactions to ensure you have sufficient funds available in your Checking Account when the transactions are presented to us. Failure to do so may cause you to incur fees.**

(d) Payment Order of Transactions. The order in which we process checks and other withdrawal orders (collectively, "Items") may also affect the total amount of overdraft and other fees that may be charged to your Account. Items may not be processed in the

order made. While we may choose to process Items in any order we choose, subject to applicable law, we generally pay Items as we receive them. We typically receive Items to be processed against your Accounts multiple times per day in what are referred to as presentment files. Each presentment file contains a large amount of a specific type of Item (for example, check and ACH Items). These presentment files may contain multiple Items to be processed against your Account. In those cases where multiple Items are received at the same time, the Items will generally be paid in the following order, subject to our reservation of right to pay checks and other withdrawal orders payable to the Credit Union first, as set forth in the Payment Authorization section of this Agreement: Checks are paid in order of the check number, from lowest to highest. We will post credits from ACH files first, then ACH debits by dollar amount, from lowest to highest. ATM/POS Items are paid in the order they are presented. Transactions performed in person, such as withdrawals or checks cashed at our branch offices, are generally paid when they are performed. Our payment policy may cause your larger Items not to be paid first (such as your rent or mortgage payment), but this payment order may reduce the amount of overdraft and other fees you may have to pay if sufficient funds are not available to pay all of your Items. Please refer to the Payment Authorization section for additional terms regarding payment order of Items.

(e) General. 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 Item (a) the amount of which exceeds the available balance in the Account upon which the Item was drawn, or (b) that would exceed limitations imposed upon the applicable Account under our policies and procedures or under applicable law. 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 eligible Account to which you are a 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 the Overdraft Transfers service, such check or action taken shall be deemed to be a request by you to us to transfer available funds from your designated Savings Account, Money Market Savings Account, or other Checking Account or to make an advance under your prearranged line of 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, Money Market Savings, or other Checking Account, or to make an advance under your prearranged line of credit agreement with us, in the manner in which you have directed in the Application or other instruction. If you have elected the Check Clear service, then pursuant to our Check Clear Policy, if there are insufficient available funds to pay an Item



using the Overdraft Transfers service (or if you have not elected the Overdraft Transfers service), then we will consider paying the Item with the Check Clear service. After all overdraft protection is exhausted or denied, if sufficient funds are still not available to pay an Item presented, then any such Item presented will be returned to the payee due to insufficient funds and an Insufficient Funds Fee as set forth in the Account Services & Fee Schedule will be charged to your Account. Because an unpaid returned Item or other payment order such as an ACH transaction may be resubmitted by the payee multiple times, multiple Insufficient Funds Fees may be charged for the same Item or payment order. 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 from any Savings Account 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 Savings Account are counted against this limitation. If you exceed this limit, your Savings Account may be subject to restrictions. No more than six withdrawals or transfers may be made from any Money Market Savings Account each statement period. The first three withdrawals or transfers each statement period are provided at no charge, and there is a fee as set forth in the Account Services & Fee Schedule for each additional withdrawal or transfer. If you exceed this limit, your Money Market Savings Account may be subject to restrictions.

5. Signatures and Records. You authorize us to recognize any of the signatures set forth on the Application in the payment of funds or the transaction of any business for your Accounts. You authorize us to pay a check presented for payment even though the signature or signatures thereon do not correspond exactly with the signatures on the Application. We are not obligated to honor a check unless the signature or signatures do correspond exactly with the signatures on the Application. We are not responsible for refusing to honor a transaction if we believe the authorizing signature is not authentic. We may recognize electronic signatures, facsimile signatures, signatures imprinted by mechanical devices, or any other type of signature or method of authentication, including orders to pay that are received electronically or telephonically. You agree to indemnify, defend, and hold us and our officers, employees, and agents harmless from any losses resulting from our honoring an item which bears or purports to bear a facsimile signature resembling a facsimile signature on file with us, regardless by whom or by what means the actual or purported signature was affixed to the item. You agree that we may deny any Party the right to withdraw funds from an Account unless we are presented with identification that we deem acceptable.

6. Postdated, Incomplete, and Conditional Items. You agree to indemnify, defend, and hold us harmless from any and all loss and liability that we may incur due to our 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, nor do we have any duty to comply with any notice of postdating we receive. You agree that, due to our automated check processing procedures that are designed to process the greatest volume of items at the lowest cost to you, 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. This includes legends appearing on the item, but not encoded in the MICR line, even though those legends may be important for your own purposes. 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, indemnify, defend, 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 Law and 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 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 Chapter 4A of the Texas Business & Commerce Code.

(b) Notification. Under Chapter 4A and 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. If we receive a payment order for you that does not specify an Account suffix, you agree that we may deposit the payment into any Account of yours, including a Multiple Party Account.

(e) Our Liability; Interest Payable. We may be responsible for your actual losses or expenses, to the extent recoverable under Chapter 4A or other applicable law, if we fail to exercise ordinary care in carrying out your instructions in connection with a wire transfer transaction. We are not responsible for the acts or omissions of third parties through whom payment orders are sent, even if those parties have acted as our agent. We are not responsible for detecting errors in any wire transfer or other payment order provided to us. We will not be responsible under any circumstances



for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind arising out of a wire transfer transaction even if we have been advised or should have known of the possibility of such damages. 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 section. 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 rate that we pay on the Account to or from which the funds transfer should have occurred. You agree to indemnify and hold us harmless from any cost, liability, expense (including reasonable attorney's fees) arising out of any claim by a third party alleging that any payment order of yours contravenes or compromises the rights, title, interest of any third party, or contravenes any law, rule, regulation, ordinance, court order, or other mandate or prohibition with the force and effect of law (a "Claim"), unless the Claim arises out of our failure to exercise ordinary care, failure to act in good faith, or failure to act in accordance with your instructions given pursuant to this Agreement or any prior account agreement with us.

(f) Security Procedures. We reserve the right to refuse to accept any payment order. 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, valid driver's license, or other photo identification document. You agree that these procedures are commercially reasonable in view of your particular circumstances and the type and frequency of payment orders contemplated by you. If you do not agree with these security procedures, you must notify us in writing. In such event, we shall have no obligation to accept any payment order from you or any other authorized Parties to the Account until you and the Credit Union agree, in writing, on an alternate security procedure.

(g) Force Majeure. We are not liable for a failure or delay in executing a payment order according to your instructions if an interruption in communication facilities or some other circumstance beyond our control such as legal or regulatory constraints, fire, flood, or other event prevents the transfer, despite reasonable precautions we have taken. We will, however, promptly notify you of the failure or delay and will complete the transfer as soon as possible.

(h) Cutoff Times. Wire transfers and other payment orders are accepted from 8:00 a.m. to 4:00 p.m. Central Time on each weekday that we are open. Except as otherwise provided in this Subsection (h), transfers, payment orders, and communications canceling or amending payment orders received after 4:00 p.m. Central Time 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. Wire transfers and other payment orders generally may not be amended or canceled after we have accepted them, except that international wire transfers and other international payment orders may be amended or cancelled for up to 30 minutes after the time of acceptance. In all other cases, if we accept a request to amend or cancel a wire transfer or other payment order after acceptance, we will attempt to effect your request, but we make no guarantee that any such attempt will be successful.

(i) General. Your contractual agreement for wire transfers, ACH, and other payment order transactions may provide for additional terms and conditions. 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 notice or 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 eligible Account on which you have an ownership interest, subject to 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 time and manner sufficient 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 indemnify, defend, and 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. In order to stop payment of an item drawn on your Account, you must provide us with your Account number, the check number, and any other information we may reasonably require. If that information is not provided exactly as it appears on the item, we will not be responsible if we are unable to stop payment. If the order is made orally, we have no obligation to honor it. If we do honor an oral stop payment order, it will only be binding for 24 hours after which it must be renewed in writing. Any stop payment order, renewal, or revocation will incur a charge as set forth on our Account Services & Fee Schedule. You agree that we may honor a stop payment order, revocation, or renewal if made by the person who signed the check to be stopped or any other person who has signed the Application or is otherwise authorized to transact business relating to the Account. You agree that we will not be liable for any inadvertent payment of any item, notwithstanding a stop payment order, if we have used ordinary care and followed our usual practices in handling such an order. If an item is 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 the Electronic Fund Transfers Agreement and Disclosures. You may not stop payment of Credit Union Official Checks issued by us at your request. Except for preauthorized Visa® Debit/ATM Card transactions as provided for in the Electronic Fund Transfers Agreement and the consumer



Visa® Debit/ATM Card Agreement or the Visa® Business Debit/ATM Card Agreement, as applicable, you may not stop payment of transactions initiated through the use of a Visa® Debit/ATM Card, or a similar device at an ATM or POS terminal.

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. In this Agreement, the term “ordinary care” means observance of banking industry practices that do not vary unreasonably from the general banking practices prevailing in the areas we service. **Subject to 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 or any prior account agreement with us, 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, subject to applicable law.** Except for our acts and omissions caused by our (i) failure to exercise ordinary care, (ii) willful misconduct, or (iii) breach of this Agreement or any prior account agreement with us, you agree to indemnify, defend, and hold us and 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, subject to applicable law. You also agree to indemnify, defend, and hold us and our officers, employees, and agents harmless from any and all claims, expenses, losses, and damages arising out of our good faith 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 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 to you 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 transaction initiated by mail until the item is actually received by us. 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. We reserve the right to send any item on a collection basis only. If accepted, items drawn on institutions located outside of the United States are handled on a collection basis only. 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, and in accordance with the applicable consumer or business Account Services & Fee Schedule (collectively referred to in this Agreement as the “Account Services & Fee Schedule”), a fee may be imposed for the returned item. 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. A Return Deposit Item Fee as set forth in the Account Services & Fee Schedule may be charged each time a resubmitted deposit item is returned to us. 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. For that reason, our procedures generally do not provide for the examination of items. You acknowledge and agree that reasonable commercial standards do not require us to sight review every item presented and that any failure to perform sight review shall not constitute a lack of ordinary care in the payment of any item.

2. Endorsement Standards. The area from the trailing edge of the backside of a check to 1.5 inches from the trailing edge of the backside 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 endorser 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 indemnify, defend, and hold us harmless from any such loss. We are not required to recognize endorsement restrictions limiting payment to a particular person or prohibiting further transfer or negotiation of the instrument, and we will not do so.

3. Right to Refuse Deposit. If you request that we accept for deposit a substitute check that was not 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 the check for deposit. If we do, however, you agree to indemnify, defend, and 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 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, including without limitation, maintaining up-to-date malware and anti-virus software and all operating system updates on your computers and other devices used to access our electronic services. You agree never to give your personal information or 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 and ask you to give us your personal information or Account information, including user names, personal identification numbers, and Account numbers, over the telephone, by email, or by text messaging. You agree not to disclose your personal information and Account information to unknown persons through these communication channels 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 receive a text or email that appears to have been sent by the Credit Union and asks for personal or Account information or asks you to click on a link, do not respond to the text or email and notify us immediately at the telephone number appearing at the beginning of the Electronic Funds Transfers Agreement and Disclosures. Our telephone number is also on our website at www.advancial.org. If you fail to exercise reasonable care to protect your identity and safeguard your Accounts, we will not be liable unless required by law.

2. Taxpayer Identification Number and Backup Withholding.

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

3. Dormant Accounts. If your Account becomes dormant, we may impose an Inactive/Dormant Account Fee under terms as disclosed in our Account Services & Fee Schedule. An Account is defined as dormant if for more than six months 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. If your Account has been dormant for at least a year or more, we may be required to report the Account as abandoned and send the Account balance to the appropriate state. If your Account qualifies as abandoned, we will

attempt to provide notice to you. You may designate a representative in advance for the purpose of receiving such notice.

4. Account Statements. You are responsible for promptly examining each Account statement we provide or make available to you. 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 following the date the statement is mailed or is otherwise made available, subject to applicable law. If you have a concern relating to a substitute check, you must notify us in writing within 40 days of the date we mailed or delivered the substitute check in question or the Account statement showing the substitute check posted to your Account, whichever is later. If you are unable to make a timely claim relating to a substitute check because of extraordinary circumstances, we will extend the time period. 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. For consumer Accounts, 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. Some errors related to consumer international payment orders ("remittance transfers") may be subject to different notification obligations as disclosed at the time remittance transfer services are provided. The 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 Account Services & Fee Schedule. That notwithstanding, you agree that your duty to examine statements promptly and your obligation to notify us in the event of any error is not waived or diminished in any respect by our retention of checks drawn on your Account.

You will receive an Account statement monthly for your Checking Accounts and Money Market Savings Accounts. You will receive an Account statement at least quarterly for your Savings Accounts. Unless we have agreed otherwise in writing, we will mail or deliver your Account statement or notice of the availability of your



electronic Account statement to the most recent address or other designated address we have for you in our records, including any email address. You agree to notify us promptly if you move, change your address, or if any other contact information such as your telephone number or email address is changed. You agree that we may change your address of record if we receive an address change notice from the U.S. Postal Service or if a third party in the business of providing correct address information notifies us that your address of record is inconsistent with the address the third party has for you. It is your responsibility to ensure that your Account 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 or Money Market Savings 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 10 days of that time, if you fail to receive your statement within the regular time.

Unless we have agreed otherwise, we will mail your Account statement to the most recent address we have in our records for the Primary Member. We are only required to provide Account statements, notices, and other communications to the Primary Member on the Account who is responsible for providing Account statement and all other notices and communications to all other Account Parties. Notice to one of you shall be considered notice to all. You acknowledge that any person your Account statement is provided to may have access to Account information for all of your Accounts, including Accounts in which the person with access may have no ownership interest, and we are not responsible for such access.

5. Illegal Transactions. You agree to comply with applicable law in maintaining your Accounts with us, including without limitation United States economic sanctions laws and regulations issued by the United States Department of Treasury, Office of Financial Assets Control, and Presidential Executive Orders. 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 to the extent not prohibited by applicable law. 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 the Credit Union and any third-party processors harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use or transactions.

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 review, 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 and statutory liens 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. Statutory Lien. Federal law grants us the right to impress a lien on all funds in any Account that you have with us if you are in default or otherwise fail to satisfy a financial obligation with us. We may exercise this right without further notice to you. This lien applies to all Accounts that you have with us, to the extent permitted by law, including Accounts that you hold jointly with another person.

8. Contractual Lien. Unless otherwise prohibited by applicable law or our policies and procedures, you may pledge all or any part of your shares 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 and accrued dividends 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 or other applicable law. You are not giving a security interest in any shares 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 Multiple Party Account, the entire amount in such Account shall be subject to our lien and shall secure the indebtedness of each Party owing to us. If you are in default or otherwise fail to satisfy a financial obligation to us, you agree that we may exercise our lien and apply the entire amount in any such Account against the indebtedness of any Party 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 Parties, and you agree that we will not be liable for dishonoring checks or other items where the exercise of our lien or any right of offset that may exist results in there being insufficient available 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, and in accordance with our Account Services & Fee Schedule, a fee may be imposed for the returned item. 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 dividends 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.

9. Dispute Resolution. If (i) we suspect that fraudulent misconduct is or has taken place with respect to any Account, (ii) we are uncertain about transactions taking place on your Account and we are unable to contact you for confirmation, (iii) we are notified that a Party to an Account has died or is incompetent to manage his or her affairs, (iv) we have been notified that a dispute exists between or among the



Parties to the Account or third parties with regard to their respective interests in the Account, (v) there are competing claims to funds on deposit, or (vi) 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 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 the applicable Parties to the Account and any third party making claim to funds in any such Account, or by speaking to you. 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.

10. Notices. Unless otherwise provided in this Agreement or any of other agreements or disclosures we have provided to you, any notice you provide to us must be in writing and sent to us at 10000 N. Central Expy., Ste. 1400, Dallas, TX 75231-2319 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.

11. Power of Attorney. You agree to follow our procedures in connection with powers of attorney presented to us. We may decline to accept any power of attorney as permitted by applicable law. Further, even if we accept a power of attorney for a member's Account or for a particular transaction, that does not mean that we will accept it for a future transaction. We reserve the right to refuse a power of attorney at any time and for any transaction as permitted by applicable law, even if the requested transaction is expressly within the scope of the agent's powers. If we accept a power of attorney, we may continue to honor it until we receive written notification of its revocation from a competent authority and have had a reasonable time to act on it. We may inform any Joint Owners of the use of a power of attorney on your behalf.

12. Denial of Services. In the event that any member or other Party becomes delinquent on an obligation to us, 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 or other Party has been abusive in the conduct of his or her affairs with the Credit Union, it is our policy to withdraw or restrict member services otherwise extended to that member and/or other Party, including but not limited to the right to maintain certain Accounts, the right to payment of certain dividends, and the availability of electronic fund transfers services, including without limitation preauthorized transfers, telephone, computer, and mobile access services, and ATM and debit card services, and you agree that we may do so. An abusive Party is subject to further sanctions as appropriate, including without limitation, denial of specific services that involve personal contact with Credit Union employees, denial of access to Credit Union facilities, a recommendation of expulsion from the Credit Union, and any other action deemed necessary under the circumstances which is not expressly precluded by the Federal Credit Union Act, National Credit Union Administration regulations, or our Bylaws. Any electronic access restrictions we impose under these circumstances may apply to all

of your Accounts. Unless expelled from membership, members have a right to maintain a Primary Savings Account and to vote in annual and special meetings. Under certain circumstances, services may be reinstated if any delinquency, loss, or abuse is subsequently cured.

13. Closing the Account and Terminating Services. Any Account Owner may close the Account at any time, except that only the Primary Member may close the Primary Savings Account. Closing the Primary Savings Account will close the Membership Account. We reserve the right to require the written consent of all Account Owners to close a Multiple Party Account. 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. If we pay any item or payment order after your Account is closed, you agree to reimburse us. We may close any Account at any time and disburse funds on deposit in any such Account to the Owners of the Account or to us in satisfaction of any obligation owing to us, in any manner we deem appropriate, if (i) any of the events set forth in the preceding Sections 9 or 12 should arise, (ii) 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, (iii) 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 Credit Union, (iv) our attempts to verify your identity have failed, (v) you do not cooperate with our reasonable requests in connection with maintenance of your Account, or (vi) there has been a change in Account ownership or a change with regard to the persons authorized to sign on the Account. A Primary Member may terminate any one or more of a Joint Owner's or other Party's Account services at any time by notifying us. We may require written notification in some circumstances. You agree that we have no duty to notify any Owner or other Party of any Account transactions or other actions initiated by another Account Owner.

14. Bylaw Requirements. You must maintain your membership share in the Credit Union to retain membership. If you fail to complete payment of your membership share within six months of admission to membership or within six months from an increase in the par value of shares, or if you reduce your share balance below the par value of one share and do not increase the balance to at least the par value of one share within six months of the reduction, your membership may be terminated. We additionally reserve the right to require a member intending to make a withdrawal from any Savings Account to give written notice of such intent not less than seven days and up to 60 days before each withdrawal.

15. Death or Incompetence of Account Owner. You agree to notify us promptly in the event of any death or adjudicated incompetence of any Party to your Account. 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 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 Owner, once we are notified of an Account Owner's death or adjudicated incompetence, we may pay items drawn against the Account or other payment orders authorized by the Account Owner for a period of 10 days after the Account Owner's death or our learning of the Account Owner's



adjudicated incompetence, 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 Agreement will be binding upon the heirs or legal representatives of any deceased Account Owner or any Account Owner who is adjudicated incompetent. On the death of an Account Owner, we may choose in our discretion whether to continue paying dividends on the Account. 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.

16. Attorney's Fees. In addition to any other rights we may have at law or under this Agreement to recover fees and costs, we shall be entitled to recover reasonable attorney's fees and other costs expended in connection with (i) the enforcement of this Agreement, (ii) compliance with applicable law with respect to your Account, and (iii) the defense of any rights we may have under this Agreement, regardless of whether we elect to bring suit for those purposes, and you authorize the Credit Union to deduct any such fees and costs from your eligible Accounts without prior notice to you.

17. Amendment. We may add to, change, or delete the terms of this Agreement, the Truth-In-Savings Account Disclosures and Account Services & Fee Schedule, and any notice, agreement, policy, or procedure made part of this Agreement, from time to time in our sole discretion, subject to notification as required by applicable law.

18. Severability. If any provision of this Agreement shall be declared invalid, unenforceable, illegal, or void as against public policy by a court, administrative agency, or any other authority of competent jurisdiction, that provision will not affect the validity, enforceability, or legality of any other provision.

19. 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 Account Application or other Account agreement is signed.

20. Governing Law. This Agreement shall be governed by the Federal Credit Union Act, the Rules and Regulations of the National Credit Union Administration, the Credit Union's Bylaws, and solely to the extent not pre-empted by federal law, the laws of the State of Texas, without regard to its conflict of laws provisions. Subject to applicable law and except as otherwise provided in this Agreement, you acquiesce and submit to personal jurisdiction in the State Texas and venue is proper in Dallas County, Texas.

21. Credit Reports. You authorize us to obtain and verify your credit and employment history, and to request and use credit reports (i) when considering any Application to open an Account or any application for related financial services and (ii) in connection with maintenance of your Accounts. **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:

Advancial Federal Credit Union
Attn: Asset Management Department
10000 N. Central Expy., Ste. 1400
Dallas, TX 75231-2319

Include your name, address, home 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.

22. 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:

Advancial Federal Credit Union
Attn: Asset Management Department
10000 N. Central Expy., Ste. 1400
Dallas, TX 75231-2319

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 comply with these requirements, we may decline to investigate your dispute.

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

24. Headings. The titles and headings of the various sections of this Agreement are for the sole convenience of the parties to this Agreement and are not intended for any other purpose or to explain, modify, or place any construction on any of the provisions of this Agreement.

25. No Waiver of Rights. We do not waive any of our rights or remedies under this Agreement unless we agree to any such waiver in a writing signed by us. If we delay or omit to enforce any of our rights or remedies under this Agreement, such delay or omission shall not operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not prevent us from enforcing our rights and remedies on future occasions.

26. Confidentiality. Protecting your privacy and the security of your personal information is very important to us. Our privacy and security practices are explained in our Privacy Notice provided with this Agreement. We will only disclose your personal information to nonaffiliated third parties (i) as necessary to carry out or complete transactions you have requested, including verifying the existence of sufficient funds, (ii) on your written instructions, and (iii) as otherwise permitted or required by law, such as in connection with court orders or subpoenas.

27. Cooperation in the Investigation of Claims of Unauthorized Activity. If you submit a claim of unauthorized activity relating to your Account, you agree, on our request, to (i) adequately describe your claim in writing in a signed affidavit, declaration under penalty of perjury, or any other form that we provide, (ii) file a police report, and (iii) 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, subject to applicable law.



28. Electronic Signatures and Records. 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. By using a computer, mobile device, signature pad, or other electronic device in connection with authorizing and completing transactions with us, you agree to the use of electronic signatures and any such signature of yours will be deemed your handwritten signature for all purposes. You agree that we may maintain copies of Account records, including copies maintained electronically, in lieu of any originals and that any such copies will be considered original records for any purpose, including admissibility in evidence as original records before any court or administrative agency.

29. Communications. To ensure quality service, calls and other communications between you and us may be monitored and recorded. Additionally, if you provide a telephone number or an email address to us, you represent and warrant that you are the subscriber, customary user, or owner of any such telephone number or email address. When you provide your telephone number and/or email address, you authorize us and/or our service providers to contact you through those means to service your Accounts and to provide general information, even if any telephone number you have provided may be on a state or federal do-not-call registry or similar list. We may contact you by voice, text messaging, or email. Message and data rates may apply. Some of our systems may use an automated dialer or prerecorded voice to deliver messages. When you provide your email address, you agree that we may send email messages concerning member benefits available to you. You may opt out of email messages at any time by following the instructions in the email or managing your notification settings. You must promptly notify us if any telephone number or email address you have provided changes or if you transfer your telephone number to another person or release it to your phone company, and you agree to hold us harmless for any failure to do so.

30. Arbitration and Waiver of Class Action.

(a) General. You and the Credit Union agree that you and we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the Credit Union has provided, will provide, or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed, or initiated after the Effective Date (defined below) shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for business or consumer disputes ("Rules"), as applicable, whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (i) making written demand for arbitration upon the other party, (ii) initiating arbitration against the other party, or (iii) filing a motion to compel arbitration in court. **ASA RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO**

GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THE MEMBERSHIP AND ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration and Waiver of Class Action provision ("Arbitration Agreement") shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your Accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to claims that are: (i) exempt from arbitration by applicable statutes or regulations; or (ii) initiated in or transferred to small claims court or a comparable court of limited monetary jurisdiction, so long as they are prosecuted individually. This Arbitration Agreement additionally does not apply when the Credit Union takes steps to protect its rights with respect to loan collateral by exercising contractual or statutory remedies against the collateral in a judicial or non-judicial proceeding or when the Credit Union seeks preliminary relief, such as a sequestration, a restraining order, or injunctive relief, from a court in order to preserve the existence, location, condition, or productive use of the collateral.

(b) Selection of Arbitrator. The Claims shall be resolved by a single Arbitrator. The Arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

(c) Effective Date. This Arbitration Agreement is effective when it is provided to you at the time you open an Account or become a member of the Credit Union.

(d) Arbitration Proceedings. The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of relief that could be awarded by a court, including injunctive relief. The Arbitrator shall be required to follow the law applicable to the Claims and the interpretation and enforcement of this Arbitration Agreement. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the Arbitrator's award is not subject to review by the court and it cannot be appealed; provided, however, that either party may appeal to any Court with jurisdiction to the extent the Arbitrator makes an error of law. The Credit Union shall pay for any filing, administration, and Arbitrator fees imposed on you by the AAA (or the applicable arbitration forum). However, you may be responsible for your own attorneys' fees. The Arbitrator shall be entitled to award attorneys' fees and costs to the prevailing party in the arbitration but only if the recovery of fees and costs is permitted by contract or statute. Nothing contained in this Arbitration Agreement shall prevent either you or the Credit Union from applying to any court



of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the Arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

(e) Class Action Waiver. ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

(f) Severability. In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

If you have questions about AAA procedures, you should check AAA's website at www.adr.org OR call AAA at 800.778.7879.

31. Waiver of Right to Jury Trial. You and the Credit Union knowingly and conclusively waive all rights to trial by jury in any dispute or proceeding relating in any way to this Agreement or any prior account agreement with us that is not subject to arbitration, including all claims arising out of any lending relationship or Share, Money Market Share, Share Draft, or Share Certificate Account that may be affected by this Agreement. This waiver of right to jury trial is independent of the Arbitration Agreement and does not constitute a modification or waiver of the Arbitration Agreement.

32. Waiver of Class Action Participation. To the extent any action or proceeding is not subject to arbitration under the Arbitration Agreement, You and the Credit Union knowingly and conclusively waive all rights to participate, either as a representative or member of a class, in any dispute or matter instituted as a purported class action. You and the Credit Union knowingly and conclusively waive the right to join or consolidate disputes by or against others as a representative or member of a class, to act in any legal matter in the interests of the general public, or to act as a private attorney general. This waiver is independent of the Arbitration Agreement contained in this Agreement and does not waive or modify the Arbitration Agreement.

33. Permitted Time for Initiating Legal Action. You must file a legal action in any forum, including any arbitration proceeding or lawsuit (as permitted by this Agreement) arising out of or relating to this Agreement or any other agreement you have with us within two years after the cause of action arises unless applicable law provides for a shorter limitations period, or the applicable agreement provides for a different limitations period. For purposes of a lawsuit concerning a fee or charge assessed to your Account, the cause of action will be deemed to have arisen or accrued on the date the first such fee or charge being complained of was assessed, regardless of whether you had actual or constructive knowledge of any such cause of action, and you expressly waive any application of or reliance on any theory or doctrine of a continuing violation of a breach or any other doctrine which might otherwise serve to toll or delay the beginning of the two-year limitation period.



ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURES

Telephone Number for Notification of Unauthorized Use, Stop Payment of Preauthorized Transfers, and Error Resolution:

214.880.0141 or 800.322.2709

AGREEMENT

1. General. In this Agreement and Disclosures ("Agreement"), the words "you," "your," and "Party" refer to any person to whom an Advancial Federal Credit Union Visa® Debit/ATM card ("Card") is issued, any person to whom a Personal Identification Number ("PIN") or password (both of which are collectively referred to in this Agreement as a "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 any such Card or PIN, and any Owner or other Party on any Credit Union Account which may be accessed by the Card, PIN, or other electronic fund transfers service (all collectively, "EFT Service"). "EFT" means an electronic fund transfer. The words "we," "us," "our," and "Credit Union" refer to Advancial Federal Credit Union. You agree that any use of an EFT Service by you shall be governed by (i) the terms and conditions set forth in this Agreement, (ii) our policies and procedures and any additional terms, conditions, FAQs, and disclosures provided at the time you arrange for a service, and (iii) the terms of the Membership and Account Agreement, all of which are incorporated into this Agreement by reference. If you arrange for direct deposit or any other type of preauthorized electronic payments or credits to your Account, those EFT Services are also governed by this Agreement, except for wire transfers, which are governed by the Membership and Account Agreement and any additional wire transfer terms provided to you. The terms appearing below generally apply to all of our electronic fund transfer services, unless we reference a specific service in connection with any term, condition, or disclosure. All services are provided subject to approval. In the event of any conflict between terms, the terms of any additional terms, conditions, FAQs, or disclosures provided in connection with a particular service shall prevail, followed by the terms of this Agreement, then the terms of the Membership and Account Agreement, unless one of those agreements specifically provides for a different priority. Capitalized terms used in the Agreement and Disclosures, but not defined herein, shall have the same meaning as in the Membership and Account Agreement.

2. Multiple Party Accounts. If the EFT Services are used to access any Multiple Party Accounts of yours, all Joint Owners and any other authorized users shall be bound by this Agreement and alone and together shall be responsible for all EFT transactions to or from any Checking, Money Market, or other Account as provided in this Agreement. Each Joint Owner, without the consent of any other Owner, may and is hereby authorized by every other Joint Owner to make any transaction permitted under this Agreement. Each Joint Owner or other authorized user is authorized to act for the other Joint Owners and the Credit Union may accept orders and instructions regarding any EFT transaction on any Account from any Joint Owner or authorized user. We reserve the right to require the consent of one or more Owners before acting on the instructions of an authorized user, and we may refuse to honor EFT instructions if we receive conflicting instructions from any Joint Owners or authorized users.

3. Using the EFT Services. You represent that you are an Owner or other authorized user on any Account you access. You agree to follow any instructions we provide in connection with your use of the EFT Services. You are responsible for the proper operation of your personal computer or wireless device and any Internet or cellular data service used to access the EFT Services. All communications sent to us through the EFT Services are our property. We are not responsible for any charges, expenses, or other costs you may incur as a result of any use or misuse of a personal computer, mobile device, or any Internet or cellular data service used to access the EFT Services. If you should experience an interruption while conducting a transaction with a computer or mobile device, you should immediately logout of the EFT Services and login again to verify if your transaction has been completed. If you cannot login to the EFT Services, you agree to contact the Credit Union promptly to determine if the transaction has been completed. In order to avoid duplicate transactions, you agree not to re-request a transaction performed during an interrupted session. If you conduct a duplicate transaction payable to a third party, we will not be responsible if the third-party refuses to refund the duplicate transaction amount.

4. Requirements to Use the EFT Services. You must request and receive approval to use each EFT Service. For our computer-based EFT Services, you are responsible for acquisition and maintenance of a personal computer or wireless device capable of accessing the EFT Services. You also must have appropriate software and access to Internet service and/or a wireless service plan to access the EFT Services, and you are responsible for all costs, fees, and other expenses related to your personal computer or wireless device and any access service plans, including without limitation, data charges and fees. The EFT Services may not be available on all networks or in all locations. We will not be responsible for any problems or failures related to your personal computer or wireless device, Internet or cellular service provider, or any other service provider that may affect your access to the EFT Services.

5. Overdrafts. You agree that you will not use your Card, PIN, or other EFT Service to withdraw or transfer funds from your Account in amounts exceeding the available balance in your Account at the time of any such transfer. Subject to any overdraft protection arrangements you have made with us or any obligation we have to make a payment, you agree that we will be under no obligation to make a withdrawal, transfer or payment, if there are insufficient available funds in your Account to pay the transaction. The term "available funds" means your available balance, which is that part of your Account balance that is not subject to a hold and is immediately available to pay transactions presented for payment. Please refer to the Overdrafts and Overdraft Protection section of the Membership and Account Agreement for more information about the "available balance." If your Account has sufficient available funds to cover one or more but not all checks, withdrawal orders, or electronic fund transfers during any given business day, then subject to applicable law, 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 first honoring 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. At our option, we may also post all Card transactions during any day before posting any other checks, withdrawal orders, or other electronic fund transfers presented or made. You agree that your



use of your Card, PIN, or other EFT Service shall be subject to the Overdrafts and Overdraft Protection section of the Membership and Account Agreement, our overdraft policies and procedures, and any overdraft line of credit agreement you may have with us. If you qualify for our Check Clear® Courtesy Overdraft Privilege ("Check Clear") service, and you wish to have courtesy pay consideration extended to your Card transactions, you must complete a separate opt-in authorization. We will not consider paying any Card transactions using the Check Clear service unless you have separately opted-in. Please contact the Credit Union to receive an opt-in authorization form. The Check Clear service is not available for ATM transactions or for business Accounts.

6. Stop Payment. Unless otherwise provided in any terms or disclosures that apply to a service, including under Section 6 of the Disclosures below for preauthorized Card transactions, you acknowledge and agree that you may not stop payment of any transaction initiated through use of the Card or a PIN.

7. General Security. You agree to keep your Card and PINs in a place of safekeeping, to refrain from disclosing your PINs to any third party, to refrain from writing your PIN on your Card, and to refrain from recording or displaying your PINs in such a manner that they will be accessible by third parties. You agree to follow our security procedures to authenticate your identity when requesting Account access or transactions. 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 or PIN, (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. If you authorize another person to use your Card or PIN in any manner, your authorization is considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization and we have received it and had a reasonable time to act on it. You agree not to leave your personal computer or wireless device unattended while logged into the EFT Services, and you will promptly log off each time you finish using the EFT Services. If you enroll in the Advancial Mobile App service, you agree to implement the security features of your mobile device to lock the device after a certain period of inactivity. If you use your device to access your Account using our Advancial Mobile App service and your device features Apple® Face ID or a similar authentication method, you agree not to allow any other person to establish their face geometry or other biometric identification on your device for purposes of authentication. If you do, and the person uses your device to access the service, such access will be deemed authorized by you and we will not be responsible. 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.

8. Wireless Security. While we employ industry-leading security measures to protect your Accounts, you understand that wireless communications may not always be secure and that there are risks in accessing the EFT Services with your mobile device. Subject to applicable law, you expressly agree to assume all such risks. You agree to exercise precautions to safeguard your wireless device, your identity, your Accounts, and your Account information. You agree never to provide your personal information or Account information to any person or through any wireless network you do not know or whose identity you cannot verify. If you do, you assume all risks, subject to applicable law. We will never contact you by telephone, text messaging, email, or otherwise and ask you to provide us your personal or

Account information, including your Social Security number, user name, PIN, and Account numbers. You agree not to disclose your personal information and Account information to unknown persons through those channels 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 receive a text or email that appears to have been sent by the Credit Union and asks for personal or Account information or asks you to click on a link, do not respond to the text or email and notify us immediately at the telephone number appearing at the beginning of this Agreement. You agree to notify us immediately if you change your email address or other contact information. If you fail to exercise reasonable care to protect your identity and safeguard your mobile device and Accounts, we will not accept liability, subject to applicable law.

9. No Warranty. THE EFT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. WE DO NOT WARRANT THAT THE EFT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER THE CREDIT UNION NOR ANY OF ITS SERVICE PROVIDERS MAKES ANY WARRANTY ON ANY EQUIPMENT, HARDWARE, SOFTWARE, OR THE SERVICES, OR WITH RESPECT TO YOUR INTERNET OR CELLULAR SERVICE PROVIDER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR PERFORMANCE UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY APPLICABLE LAW.

10. Limitation of Liability. We are not responsible for any loss, damage, or injury, whether caused by your equipment, your software, or any technical or editorial errors or omissions in any material provided to you in connection with the EFT Services. If we do not complete a transfer you have requested, we may be liable to you, but only for your actual losses and damages up to the amount of the transfer. We will not be responsible for any indirect, incidental, exemplary, special, punitive, or consequential losses or damages arising in any way out of the use or maintenance of your equipment, software, or the EFT Services. In states that do not allow the exclusion or limitation of liability for indirect, special, incidental, or consequential damages, our liability is limited to the extent permitted by applicable law.

11. Indemnification. To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold the Credit Union, its service providers, and their respective directors, officers, employees and agents harmless from and against all costs, claims, damages, liabilities, and expenses (including attorney's fees) arising out of or related to your access to or use of the EFT Services or if you violate this Agreement or any prior account agreement with us.

12. Additional Services. We may introduce new EFT Services or enhance the existing EFT Services from time to time. We will notify you or post to our website or to the cuAnywhere® Online Banking or Advancial Mobile App systems when these new or enhanced EFT Services are available. By using new EFT Services when they become available, you acknowledge and agree that those EFT Services shall be governed by this Agreement and any additional terms we may provide to you.

13. Denial of Services. The use of the EFT Services is a privilege of membership and not a right. In the event that the Primary Member



or any other Party becomes delinquent on an obligation to us, 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 a Primary Member or any other Party has been abusive in the conduct of his or her affairs with the Credit Union, including repeated overdrafts, it is our policy to restrict or terminate certain services extended to the Primary Member and/or other Parties, including without limitation, telephone, computer, and mobile access services and ATM and debit card services, and you acknowledge that we may do so. Any electronic access restrictions we may impose under these circumstances may apply to all of the Primary Member's Accounts. Under certain circumstances, services may be reinstated if any delinquency, loss, or other adverse matter is subsequently cured.

14. 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 restrict or terminate any one or more electronic fund transfers 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 add to, change, or delete the terms of this Agreement from time to time, subject to such notification as may be required by applicable law. You may terminate this Agreement or a service at any time by notifying us in writing, you will remain liable for all transactions you make or authorize both before and after any termination. We are not required to notify any other Account Parties if a Party terminates or makes changes to one or more services that affect other Account Parties' access to the services. The Party making changes is responsible for notifying the other Account Parties in such event.

15. Preauthorization Holds. When you use your Card at certain merchants such as self-service gas stations for fuel, restaurants, hotels, airlines, and rental car companies, the merchant may request a preauthorization hold to cover the final transaction amount. The preauthorization hold may be in an amount greater than the actual purchase amount and may be placed on your Account for up to three days. You may not access funds that are subject to a preauthorization hold, and they will not be available to pay your transactions. Preauthorization holds may remain on your Account for up to three days after the transaction, even after the transaction has been paid. In addition, even after a preauthorization hold is released, the transaction may be posted to your Account at any time. As a result, you must ensure that sufficient funds are available and remain in your Account to pay for your Card and all other transactions when presented. Preauthorization holds and other kinds of Account holds can affect the availability of funds to pay any transaction on your Account, including without limitation, checks, electronic transactions such as Card, ACH, and other withdrawal transactions. You may incur overdraft or Insufficient Funds fees if sufficient funds are not available. To avoid fees, you must closely record and track all of your transactions so that you have a sufficient available balance at all times to pay your transactions. To determine the amount of a preauthorization hold placed on your Account, you can ask the merchant. You can also check your available balance on the cuAnywhere® Online Banking, Advancial Mobile App, Automated Teller Telephone Banking, and at most ATMs and point-of-sale terminals. You must be enrolled in the cuAnywhere® Online Banking, Advancial Mobile App, Automated Teller Telephone Banking, and Card services to use those services. You acknowledge and agree that you are responsible for ensuring that sufficient funds are available in your Account at all times to pay your transactions. We are not responsible for any fees or other costs you may incur for payment or dishonor

of items or payment orders because of preauthorization and other holds placed on your Account funds.

16. Confidentiality. Electronic fund transfer services such as the cuAnywhere® Online Banking, Advancial Mobile App, and Automated Teller Telephone Banking services may allow a user to obtain certain information about the Primary Member and all of the Primary Member's Credit Union Accounts, including all share and loan Account information, even if the user is not an Owner or is otherwise not authorized on all Accounts. The Primary Member acknowledges and agrees that any user authorized by any Party to use a PIN or a Password to access the services will have full access to the Primary Member's Account information available through the services, and we are not responsible for access by such persons.

17. Visa® Business Debit/ATM Card. Notwithstanding any other provision of this Agreement or any other agreement a business Account Owner has with us, the Visa Business Debit/ATM Card is solely governed by the Visa® Business Debit/ATM Card Agreement and is not subject to this Agreement.

18. cuAnywhere® Online Banking and Advancial Mobile App Banking Services. The cuAnywhere® Online Banking and Advancial Mobile App banking services allows users to review their Accounts online, conduct electronic fund transfers between Accounts, make bill payments, and perform certain other transactions and account inquiries. The cuAnywhere® Online Banking and Advancial Mobile App services requires a Username and password to access the service. Once a master Username is established, anyone using the master Username may set up additional Usernames and set transaction limitations for the additional Usernames. The additional Usernames are not authorized to add or delete Usernames or change transaction limitations for any Username. Any Account Owner, without the consent of the Primary Member or any other Owner, may establish the initial master Username and is authorized at any time to reset the master Username, delete all other Usernames, and set new Usernames and limitations. Each Owner is authorized to act for the other Account Owners, and the Credit Union may accept orders and instructions regarding transfers or any other business for the online banking service from any Owner.

19. Visa® Debit/ATM Card PIN-less Debit Transactions. The Card has been enabled for processing of non-VISA debit transactions without requiring PIN authentication. A "non-VISA debit transaction" is one that is processed through an ATM network that is not the VISA network. PIN-less non-VISA debit transactions are referred to as PIN-less debits. In some cases, a merchant may automatically process your transaction as a PIN-less debit without giving you notice or a choice of how to process the transaction. Terms in this Agreement relating only to transactions processed through the VISA network, such as VISA zero liability protection, do not apply to PIN-less debit transactions.

20. Advancial Rewards Card Program. With the Advancial Rewards Card Program, you may earn rewards points when you purchase eligible goods and services with your Card. Accumulated points may be redeemed for many reward options. The Advancial Rewards Card Program is subject to separate Terms and Conditions provided separately.

21. Additional Provisions. You agree that the Credit Union shall be entitled to recover any money owed by you as a result of your



use of the Card or a PIN, and you agree to repay any amounts that create an overdrawn balance immediately upon demand. We may waive or decline to enforce any of our rights under this Agreement without affecting any of our other rights. Should any provision of this Agreement and Disclosures be determined to be invalid or unenforceable, that determination shall not affect the validity or enforceability of any other provision.

DISCLOSURES

Notice to Business, Association, and Organization Account Holders: The following disclosures are provided for the benefit of consumers pursuant to the Electronic Fund Transfers Act and Regulation E of the Bureau of Consumer Financial Protection. The Act and Regulation do not apply to business, association, or organization Accounts. If you are a business, association, or organization Account holder, the disclosures below relating to liability for unauthorized transfers, Credit Union liability, preauthorized payments, and error resolution do not apply to your business Accounts. 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, association, or organization Accounts.

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

(a) Visa® Debit/ATM Card Account Access. If we approve your application, you may use your Card and PIN at automated teller machines and point-of-sale ("POS") terminals that accept the Card. You may perform the following types of transactions:

- Make deposits to your Checking, Savings, and Money Market Savings Accounts at Advancial deposit-enabled ATMs. All deposits are subject to verification before being credited to any Account. Check deposits are credited subject to collection. We may impose holds on funds deposited at our ATMs in accordance with applicable law.
- Withdraw cash from your Checking, Savings, and Money Market Savings Accounts.
- Transfer funds from your Checking, Savings, and Money Market Savings Accounts.
- Inquire as to the balance in your Checking, Savings, and Money Market Savings Accounts.
- Pay for purchases and receive cash back at places that have agreed to accept the Card, including in connection with Apple Pay or similar services on other manufacturer devices. Signature-based point-of-sale transactions do not require a PIN but may require positive identification. This debit feature is limited to Cardholders who have a Checking Account with us. If you do not have a Checking Account, see the Transfer Limitations section below.
- If your Card has a debit feature, your Card works much like a check when you use it to make purchases. However, you may not stop payment of any transaction completed with your Card. In certain circumstances, you may stop payment of Card payments that you have authorized in advance to recur at substantially regular intervals. Please refer to the Preauthorized Payments section below for additional information. The Card is not a credit card and you may not defer payment of your transactions. If you have a problem with the goods or services purchased with the Card, you will have to settle it directly with the merchant.

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

Transfer Limitations. If the Primary Member Cardholder does not have a Checking Account with us, your Card does not have a debit feature and may be used at ATMs only. You may withdraw cash using your Card and PIN up to a maximum of \$1,000 each day, in the aggregate, from your Checking, Savings, and Money Market Savings Accounts using ATM machines that accept the Card, subject to sufficient available funds in the Accounts. PIN-based (debit button) and Signature-based (credit button) POS transactions may be performed from your Checking and Money Market Savings Accounts and are limited in the aggregate to \$5,000 per day, subject to sufficient available funds in the Accounts. PIN-based and Signature-based POS transactions may not be performed from your Savings Account. For security purposes, there may be additional limits on the frequency and dollar amount of transfers or withdrawals permitted when the ATM or point-of-sale system or network you are using is offline.

Please refer to Section 2 below for additional transfer limitations applicable to this service.

(b) Automated Teller Telephone Banking Account Access. If we approve your application, you may use your Account number and audio response PIN with a touchtone telephone 24 hours a day to:

- Transfer funds between your Checking, Savings, and Money Market Savings Accounts.
- Request that a check be mailed to your address on file for a withdrawal from your Checking, Savings, or Money Market Savings Account.
- Obtain your recent Account history and balance information for your deposit and loan Accounts.
- Make payments on your loan accounts with us from your Checking, Savings, and Money Market Savings Accounts.
- Access your personal Line of Credit account.

This service may be unavailable for a short time periodically for system maintenance.

Please refer to Section 2 below for transfer limitations applicable to this service.

(c) cuAnywhere® Online Banking and Advancial Mobile App Account Access. If we approve your application, you may access your Accounts with your Username and password to:

- Transfer funds from your Checking, Savings, and Money Market Savings Accounts.
- Request that a check be mailed to your address on file for a withdrawal from your Checking, Savings, or Money Market Savings Account.
- Obtain your recent Account history and balance information.
- Make payments on your loan accounts with us from your Checking, Savings, and Money Market Savings Accounts.
- Obtain the most recent year-end tax information.

These services may be unavailable for a short time each day for system maintenance. Your contractual arrangement and any User Instructions for the cuAnywhere® Online Banking and Advancial Mobile App banking services may provide for additional terms, conditions, disclosures, and limitations. We reserve the right to set limits on transaction amounts, subject to notification as required by applicable law.



Please refer to Section 2 below for transfer limitations applicable to this service.

You may register to access your Accounts on our Advancial Mobile App service using Apple® Face ID or similar technologies on certain other manufacturers' devices (all such technology collectively referred to herein as "Face ID"). Multiple devices with the Face ID feature may register for Account access. The Face ID feature may be switched off for the services within the cuAnywhere® Online Banking program and within the Advancial Mobile App. Face ID may also be completely disabled on your Apple® or other device by accessing the Settings menu. Please refer to the General Security section above for important security terms when accessing your Accounts with Face ID.

(d) Advancial Bill Payer. If you have been approved to use the cuAnywhere® Online Banking or the Advancial Mobile App banking services, you may make bill payments from your Checking, Savings, or Money Market Savings Account to third parties as designated in the User Instructions and to other payees for which the Credit Union has a proper vendor code number. Your contractual arrangement and any User Instructions for the Advancial Bill Payer, cuAnywhere Online Banking, and the Advancial Mobile App may provide for additional terms, conditions, disclosures, and limitations. We reserve the right to set limits on transaction amounts, subject to notification as required by applicable law.

Please refer to Section 2 below for transfer limitations applicable to this service.

(e) Direct Deposit and Preauthorized Withdrawal Transfers.

You may make arrangements for certain direct deposits to be accepted into your Checking, Savings, and Money Market Savings Accounts or to pay certain recurring bills from your Checking, Savings, and Money Market Savings Accounts. You must notify us at least 30 days in advance to cancel or change a direct deposit or other transfer authorization to transfer funds into your Account with us. See Section 6 below for information regarding stop payment of preauthorized withdrawal transfers.

Please refer to Section 2 below for transfer limitations applicable to this service.

(f) Electronic Check Conversion. If you pay for something by check and the merchant or other payee permits, you may authorize the merchant or other payee to make a one-time electronic payment from your Checking or Money Market Savings Account using information from your check to pay for purchases or pay bills. You may also authorize a merchant to electronically debit your Checking or Money Market Savings 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. Additional Transfer Limitations. Subject to the limitations set forth herein, you may transfer funds between your Checking, Savings, Money Market Savings, and other eligible Accounts up to the available balance in the Account at the time of the transfer. Your Primary Savings Account must maintain a minimum daily balance of \$5 at all times and you may not make transfers or withdrawals that would cause your balance to fall below the required minimum daily balance.

Additionally, government regulations restrict certain types of transfers and withdrawals from Savings and Money Market Savings Accounts. During any calendar month, you may not make more than six (6) of

the following transactions, or a combination of such transactions, from your Savings Account or Money Market Savings Account by way of a preauthorized or automatic transfer, including an automatic overdraft protection transfer, or pursuant to a telephonic agreement, or by way of any other type of payment order or instruction: A payment made by check, draft, debit card, or similar method to a third party; any type of telephone or computer order or instruction to pay a third party; any other written or oral instructions to pay a third party from your Savings Account or Money Market Savings Account at a certain time or according to a certain schedule, including automated clearing house (ACH) payments or debits from your Savings Account or Money Market Savings Account; a telephone, computer, oral, or written order or instruction to transfer money from your Savings Account or Money Market Savings Account to another account within the Credit Union, except when such transfers are to repay Credit Union loans of yours or are made to another Credit Union account of yours and are performed by mail, messenger, automated teller machine, or in person. Additionally, withdrawals made by telephone via check mailed to you do not count toward the transaction limitations. We may refuse or reverse a transfer that exceeds these limitations, and we may assess fees against, suspend or close your Account in such instances.

In addition to the foregoing, and in accordance with the Account Services & Fee Schedule, the first three transactions from your Money Market Savings Account per calendar month will not be assessed a transaction fee, but any type of withdrawal or transfer transaction in excess of three per calendar month will incur a transaction fee as outlined in the Account Services & Fee Schedule. We reserve the right to further limit the dollar amount or frequency of withdrawals or transfers or to impose other limits or restrictions on the use of the Card without advance notice to you in order to ensure the security of your Account and the Card(s).

We additionally reserve the right to require a member intending to make a withdrawal from any Savings Account to give written notice of such intent not less than seven days and up to 60 days before each withdrawal.

3. Fees. Please refer to our Account Services & Fee Schedule accompanying this Agreement for fees and charges that apply in connection with your use of our EFT Services. When you use an ATM not owned or operated by us, you may be charged an additional fee by the ATM operator or any network used. The ATM operator or network may charge you a fee for a balance inquiry even if you do not complete a funds transfer.

4. Business Days. Our business days generally are Monday through Friday. We are generally closed on all federal holidays except for Presidents' Day and Columbus Day. We also are closed the day after Thanksgiving and Christmas Eve. Some branch offices may also be closed on additional days. Visit our website at Advancial.org for the most current Holiday Schedule.

5. Documentation.

(a) Terminal Transfers. You can get a receipt at the time you make any transfer of more than \$15 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, Savings, and Money Market



Savings Accounts if there is electronic fund transfer activity on the Account during the statement period. 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 800.322.2709 to find out whether or not the deposit has been made. You may also verify deposits through the cuAnywhere® Online Banking, Advancial Mobile App, and Automated Teller Telephone Banking systems.

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 us or write to us at the telephone number or 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.

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

(c) Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses or damages proximately caused by our failure.

7. 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 us during our business hours at:

214.880.0141 or 800.322.2709

or write to:

Advancial Federal Credit Union
10000 N. Central Exp., Ste. 1400
Dallas, TX 75231-2319

Telephoning us immediately at the number above is the best way to keep your possible losses down. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

8. 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 Debit Card Point-of-Sale and U.S. ATM Transactions Sent Over the Visa® and Plus ATM Networks with Your Visa® Debit/ATM 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.

10. 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 may be liable for your losses or damages proximately caused by our failure. 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 the transaction would exceed the credit limit on your overdraft line.
- 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, your agent, or a third party.
- If you have closed the Account from which you have preauthorized electronic fund transfers to occur.
- If your Card has expired or is damaged or is inactive because your PIN was entered incorrectly.



- If the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your Account.
- If you use a damaged or expired Card or a Card that has been reported lost or stolen.
- If the transfer would draw your Savings Account below the required \$5 minimum.
- If your Card or PIN is reported stolen or lost, or we have reason to believe it may be used without your authorization.
- If we have suspended or terminated your ability to use your Card or PIN.
- If technical or legal limitations prevent us from performing the requested transaction. For example, when the system or network you are using is offline.
- If a merchant refuses to accept your Card.

There may be other exceptions stated in our Agreements with you or as provided by law.

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 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within 10 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® authorized Card transactions, except for ATM cash disbursements, 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 10 business days. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account. For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

12. Visa® Debit/ATM Card International Transactions. If you effect an international transaction with your Visa Debit/ATM 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 rate mandated by a government or governing body 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 waive any right to take legal action against the Credit Union for your illegal use of your Card or PIN and agree to indemnify, defend, 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.



FUNDS AVAILABILITY POLICY

Except for the disclosures below relating to substitute checks, the following policy applies to deposits into Advancial Federal Credit Union transaction Accounts only. The term "transaction Accounts" includes all checking Accounts. We may delay the availability of funds deposited into other Accounts for longer periods. Additionally, deposits made at shared branch locations may be subject to a different availability schedule. 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 make funds from your check deposits available to you on the first business day after we receive your deposit. Cash deposits and electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. We have different deposit cut-off hours at our deposit locations. Cut-off hours are posted at each deposit location. The earliest cut-off time that may apply is 2:00 p.m. If you make a deposit before the cut-off hour 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 the cut-off hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

HOLDS ON OTHER FUNDS

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

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

LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the date of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your

deposit. However, the first \$275 of your deposits will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

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

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your Account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

Funds availability may also be delayed in other circumstances as warranted. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 30 days your Account is open. Funds from electronic direct deposits into your Account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury Check) is not made in person to one of our employees, the first \$6,725 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the tenth 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 applies to all consumer share Accounts which are used primarily for a personal, family, or household purpose.*

WHAT IS A SUBSTITUTE CHECK?

To make check processing faster, a federal law called the Check 21 Act permits financial institutions to replace original checks or share drafts 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 share drafts 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 share drafts or to electronic debits to your Account. However, you have rights under other law with respect to those transactions.

WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS?

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

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

recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns dividends) within 10 business days after we received your claim and the remainder of your refund (plus interest if your Account earns dividends) 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:

Advancial Federal Credit Union
10000 N. Central Expy., Ste. 1400
Dallas, TX 75231-2319

You must contact us within 60 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check 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.



MEMBER CONDUCT POLICY

The purpose of this policy is to protect the employees and members of Advancial Federal Credit Union from abusive members and members that cause a loss to the Credit Union. This policy is not enacted to restrict the rights or freedoms of anyone, but rather to address certain unacceptable conduct in order to assure the rights and protection of the Credit Union's employees and its general membership.

The Board of Directors believes that all members and employees should be able to conduct business without fear of harassment or abusive conduct as a result of their membership or employment with the Credit Union. The Board of Directors recognizes that the Credit Union's outstanding reputation is due in large part to the loyalty, commitment and continued efforts of its employees. The Board is committed to treating the employees of the Credit Union with the respect they deserve and is committed to endeavoring to maintain a workplace free from any type of abuse.

In the event that any member of the Credit Union or his/her Account Joint Owner or joint borrower (collectively referred to herein as "account joint owner") shall engage in any type of abusive conduct, the Chief Executive Officer or his/her designee, on behalf of the Board and in the Chief Executive Officer's or his/her designee's sole discretion, is hereby authorized to impose sanctions against any member or his/her account joint owner who engages in any type of abusive conduct.

In that regard, any or all of the following sanctions may be imposed against a member and/or his/her account joint owner who has engaged in abusive conduct:

1. Denial of all services other than a member's right to maintain a share Account and right to vote at annual and special meetings.
2. Denial of services which involve personal contact with Credit Union employees.
3. Request to leave the Credit Union premises.
4. Taking any other action deemed necessary under the circumstances that is not expressly precluded by the Federal Credit Union Act, the National Credit Union Administration Rules and Regulations, or the Credit Union's Bylaws.

For purposes of this policy "abusive conduct" includes but not by way of limitation, any of the following conduct:

Any type of harassment, including sexual, ethnic, or racial harassment; making racial or ethnic slurs; engaging in sexual conduct; making sexual overtures; making sexual flirtations, advances or propositions; engaging in verbal abuse of a sexual, racial, or ethnic nature; making graphic or degrading comments about an individual or his/her appearance; displaying sexually suggestive objects or pictures; engaging in offensive or abusive physical contact; making false, vicious, or malicious statements about any Credit Union employee or the Credit Union and its services, operations, policies, practices, or management; using profane, abusive, intimidating, or threatening language towards Credit Union employees or fellow members;

attempting to coerce or interfere with Credit Union employees in the performance of their duties at any time; conducting or attempting to conduct or engage in any fraudulent, illegal, dishonest, or deceptive activity of any kind involving Credit Union employees or Credit Union services, including without limitation, check kiting or any posting, defacing, or removing notices or signs on Credit Union premises; writing on Credit Union bulletin boards without management authorization; appropriation or misappropriation of Credit Union funds, property, or other material proprietary to the Credit Union; immoral conduct or indecency on Credit Union premises; deliberate or repeated violations of security procedures or safety rules; possession use or being under the influence of drugs or alcoholic substances on Credit Union premises; fighting or possession of weapons of any kind on Credit Union premises.

In the event that any member of Advancial Federal Credit Union or his/her account joint owner causes, or makes known his/her intention to cause, a financial loss to the Credit Union, whether by way of loan default, bankruptcy discharge, Account overdraft or otherwise, or should a member or his/her account joint owner become delinquent on an obligation to us or otherwise default under the terms of any existing loan maintained with the Credit Union, or should a member or his/her account joint owner take any action that would render all or a part of his/her obligations owing to the Credit Union unenforceable, it is the policy of Advancial Federal Credit Union to withhold Credit Union services to that member and/or his/her account joint owner to the extent permitted by law. Credit Union services include, without limitation, the maintenance of share Accounts, share draft Accounts, debit cards, money market Accounts, time deposits, check cashing privileges, access to electronic services such as cuAnywhere® Online Banking, Advancial Mobile App, Automated Teller Telephone Banking, ATM availability, and further extensions of credit. Members may not name a person as a Joint Owner or joint borrower on their accounts if that person has caused a loss to the Credit Union.

If a member or account joint owner enters into a valid and enforceable Reaffirmation Agreement with Advancial Federal Credit Union that is not rescinded by that member or account joint owner, reaffirming all of that member's or account joint owner's obligations existing prior to the filing of the member's or account joint owner's Petition in Bankruptcy, the foregoing policy with respect to the denial of Credit Union services and further extensions of credit to the member may be waived.

If the Credit Union perceives that the member's or account joint owner's failure or inability to reaffirm all of his/her pre-petition obligations to the Credit Union is beyond that member's or account joint owner's control, and the member or account joint owner nevertheless continues voluntarily repaying his/her pre-petition obligations, the Credit Union, at its option, may accept and consider future credit applications.



Federally
Insured by
NCUA

Form EEI00.5