



DATCU

ACCOUNT AGREEMENT

TABLE OF CONTENTS

IDENTITY VERIFICATION

TRUTH-IN-SAVINGS DISCLOSURES

COMPLAINT NOTICE

ACCOUNT OWNERSHIP

1. Single Party Account
2. Joint or Multiple Party Account with Right of Survivorship
3. Payable on Death (POD) Account
4. Accounts for Trusts
5. Uniform Transfers to Minors Accounts (UTMA)
6. Minor Accounts
7. Accounts for Guardianships and Estates
8. Representative Payee Accounts
9. Business Accounts

CHECKS AND WITHDRAWALS

1. Payment Authorization
2. Stale Items
3. Overdrafts and Overdraft Protection
4. Transaction / Transfer Limitations
5. Signatures
6. Postdated, Incomplete, and Conditional Items
7. Wire Transfers, Automated Clearing House (ACH), and other Payment Order Transactions
8. Stop Payment
9. DATCU Liability
10. Cash Withdrawals or Payments at any DATCU Branch

DEPOSIT OF ITEMS

1. Handling of Items
2. Endorsement Standards
3. Right to Refuse Deposit
4. Deposit Verification

GENERAL PROVISIONS

1. Account Security
2. Taxpayer Identification Number and Backup Withholding
3. Inactive Accounts
4. Account Statements
5. Illegal Transactions
6. Legal Process
7. Statutory Lien
8. Contractual Lien
9. Dispute Resolution
10. Notices
11. Power of Attorney
12. Denial of Services
13. Closing the Account / Terminating Services
14. Death or Incompetence of Account Owner
15. Attorney's Fees
16. Amendment
17. Severability
18. Reopened Accounts
19. Governing Law
20. Waiver of Right to Jury Trial
21. Waiver of Class Action Participation
22. Permitted Time for Initiating Legal Actions
23. Credit Reports
24. Direct Disputes of Information Appearing in Credit Reports

25. Assignment
26. Headings
27. No Waiver of Rights
28. Confidentiality
29. Cooperation in the Investigation of Claims of Unauthorized Activity
30. Communications
31. Electronic Signatures and Records
32. Active Military Members and Dependents

YOUR ABILITY TO WITHDRAWAL FUNDS

General Policy

1. Longer Delays May Apply
2. Special Rules for New Accounts
3. Holds on Other Funds
4. Foreign Checks
5. Deposit of Items - Right to Refuse Deposit

ELECTRONIC FUND TRANSFERS (EFT) AGREEMENT AND DISCLOSURE

1. General
2. Multiple Party Accounts
3. Using the EFT Services
4. Requirements to Use the EFT Services
5. Overdrafts
6. Stop Payment
7. General Security
8. Wireless Security
9. No Warranty
10. Limitation of Liability
11. Indemnification
12. Additional Services
13. Suspension or Termination of Services
14. Surrender, Cancellation, and Amendment
15. Debit Card Preauthorization Holds
16. Confidentiality
17. Additional Terms for Business, Organization and Association Accounts
18. Online Statements

DISCLOSURES

Note to Business, Association and Organization Account Holders

1. Member Liability
2. Contact in Event of Unauthorized Transfer
3. Definition of a Business Day
4. Available Transactions and Transaction Limitations
5. Charges to Member for Use
6. Right to Receive Documentation
7. Preauthorized Payments
8. Confidentiality
9. DATCU Liability
10. In Case of Errors or Questions
11. ATM/Debit Card International Transactions
12. Illegal Transactions
13. Linking Account or Access Device to a Third-Party Application (App) or Payment Service

DATCU TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES AND NON-RETURN PRIVILEGE (NRP) POLICY

1. Truth-In-Savings Account Disclosures
2. Non-Return Privilege Policy (NRP)

DATCU MEMBERSHIP AND ACCOUNT AGREEMENT

In this Agreement, the words “you,” “your,” and “party” mean any and all persons or entities who sign a Membership Application, Membership Card or any other application in connection with the opening of any Account with DATCU, including any applicant for membership, any Joint Owner, or any other person or entity authorized to use or having access to any such Account. “Owner” means an owner of the Account. “Primary Member” means the member Owner under whose Taxpayer Identification Number the Account is established. These terms may also be used to mean any person to whom a DATCU Debit Card (the Card) is issued, any person to whom a personal identification number (PIN) is issued in connection with any such Card or any other electronic fund transfer service, any person authorized to use or given access to any such Card or PIN and any Owner on any Credit Union Account which may be accessed by the Card or the PIN. The words “we,” “us,” “our,” or “Credit Union,” mean DATCU. The person authorized to use the Card must sign each Card that we issue to you.

You authorize us to establish one or more Accounts for you, and on behalf of any other persons as designated in your Membership Application or in any other Account Application you may execute with us (collectively, the “Application”), including but not limited to any Share Savings, Money Market, Checking, IRA Share Savings, Certificate of Deposit and IRA Certificate of Deposit Account (each referred to as an “Account”). By opening, signing the Card, 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 association with regard to any such Account. You also acknowledge receipt of and agree to be bound by our Truth-In-Savings Fee and Rate Disclosure (“Fee Schedules”) and Account Disclosures as amended from time to time and to conform to our rules, regulations, bylaws, and policies now in effect and as amended or adopted hereafter. In case of any conflict between the terms of this Account Agreement and the disclosures set forth in the Fee Schedules, and the Account Disclosures, the disclosures appearing in those Schedules and Disclosures will control unless this Agreement provides otherwise. The Truth-In-Savings Fee and Rate Disclosure and Account Disclosures are incorporated into this Agreement. This Agreement is incorporated into and made a part of any Application or other document, which you execute in connection with the opening, or use of any Account.

IMPORTANT SECURITY MESSAGE FOR PROTECTING YOUR INFORMATION

DATCU will NEVER contact you via phone, text, or e-mail requesting your account information. Unless you have initiated contact with DATCU representatives, NEVER give out your username, password, passcode, PIN, or any other personal account information.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account.

What this means for you: When you open an Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

TRUTH-IN-SAVINGS DISCLOSURES

Truth-in-Savings Disclosures, which apply to each of your Accounts, including the dividend rate, interest rate if applicable, and the annual percentage yield on your Accounts, are set out on the Truth-In-Savings Account Disclosures. The Truth-In-Savings Fee and Rate Schedules will accompany your Account Agreement.

COMPLAINT NOTICE

If you have a problem with the services provided by this credit union, please contact us at:

By Mail:

DATCU

Attn: Complaint Department

PO Box 827

Denton, TX 76202-0827

By Phone:

(866)387-8585 or (940)387-8585

In Person:

In person at any of our locations

By Email:

Info@datcu.org

The Credit Union is incorporated under the laws of the State of Texas and under state law is subject to regulatory oversight by the Texas Credit Union Department. If any dispute is not resolved to your satisfaction, you may also file a complaint against the Credit Union by contacting the Texas Credit Union Department at 914 East Anderson Lane, Austin, Texas 78752-1699. Telephone Number: (512)837-9236, Website: www.cud.texas.gov.

ACCOUNT OWNERSHIP

Account selection is made on the Application. The type of Account 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 Account.** Under this type of Account Ownership, the sole party to the Account owns the Account. If you open a Single Party Account, upon your death ownership of the Account passes as part of your estate under your Will or by intestacy, subject to any Payable on Death designation you may make pursuant to Section 3 below.
2. **Joint or Multiple Party Account with Right of Survivorship.** If an Account is opened by two or more parties, or if one or more parties are added to a Single Party Account after the Account is opened, the Account will be a Joint or Multiple Party Account with Right of Survivorship. All funds deposited into any such Account, including any earnings thereon, shall be owned by the parties jointly with all others who have signed the Application or other Account authorization, with right of survivorship. A survivorship designation may be ineffective unless signed by all parties to the Account. On the death of a party, all sums in the Account on the date of the death vest in and belong to the surviving party or parties as their separate property and estate, subject to any lien we have for the deceased party's or a surviving party's obligations to us, regardless of whether any of the surviving parties have consented to our lien.

The parties to a Joint or Multiple Party Account with Right of Survivorship own the Account in proportion to the net contributions by each party to the Account. Payment of any sums to any party shall be valid and discharge the Credit Union from any and all liability for such payment. 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 party 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 party and without regard to the interest in the Account of any other party, 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 and deposits in eligible Accounts to secure any indebtedness owing to us, or (iv) designate an Account to provide overdraft protection for any other Account. In the event that any Account may be accessed by means of an electronic fund transfer, including the use of an ATM or debit card issued in connection with the Account, the use of Zelle® or other digital payment network, or the use of any telephone or computer home banking or mobile access program, each party grants to every other party actual authority to initiate any such transfer, to use any such ATM or debit card issued, to use Zelle® or other digital network, or to use any Personal Identification Number ("PIN") issued in connection with any such card, telephone, or computer home banking or mobile access program. You agree that we have no duty to notify any Owner of any account transactions or other actions initiated by another Account Owner or authorized signer.

A Primary Member in whose name a Joint or Multiple Party Account with Right of Survivorship is opened who designates other parties to own the Account jointly may, without notice to any other party of such Account and upon written notice to the Credit Union in such form as the Credit Union may require, change the form of the Account, add parties to the Account, or remove any parties from the Account. Any such action by that member will terminate any interest that the removed party may have in such Account. At its option, the Credit Union may require that an Account be closed and a new Account opened in lieu of permitting a member to remove any other party from the Account, or the Credit Union may require the consent of any or all parties prior to acting upon any written notification or instruction by a member to remove that party from an Account. No other party to a multiple party Account may make any such change, addition, or deletion. The parties agree that, subject to applicable law, the Credit Union may pay funds in any Joint or Multiple Party Account with Right of Survivorship to or on the order of any party, regardless of whether any other parties are incapacitated or deceased. The Credit Union makes no representation concerning the legal consequences or effectiveness of the survivorship rights described above, including any consequences arising out of the community property laws of any state and you agree to indemnify, defend and hold us harmless from any loss or liability in connection with any survivorship designation or attempted survivorship designation. You understand that you should consult with your attorney if you have any question regarding the validity, effectiveness, or fitness of any such survivorship designation for any purpose.

3. **Payable on Death (POD) Account.** A POD Account is an Account payable on request to one or more persons during their lifetimes and upon the death of the last of those persons, payable to one or more POD beneficiaries named in the Account Application. You agree that the persons named as POD beneficiaries in the Application, whether one or more, are designated as POD beneficiaries. During your lifetime, all funds paid into or deposited into the Account designated, including any earnings thereon, shall be owned by you, and payment may be made upon your request, or the request of any Joint Owner. If there is more than one Owner, then during your lifetimes the provisions set forth above with regard to Joint or Multiple Party Accounts with Right of Survivorship shall control. Upon your death (the death of the last of you to survive) subject to applicable law, the ownership of the Account passes to the POD beneficiaries surviving. At our option, payment may be made at the request of any named POD beneficiary then living, and any payment made upon the request of any surviving POD beneficiary discharges us from any and all liability to that POD beneficiary and any remaining POD beneficiaries or their heirs, devisees, executors and personal representatives. You, your heirs, devisees, executors, and personal representatives, agree to defend, indemnify and hold the Credit Union harmless from any claim asserted by any person or estate as a result of the payment of funds deposited in the Account designated. The Credit Union makes no representation concerning the legal consequences or effectiveness of the POD designation described above, including any consequences arising out of the community property laws of any state and you agree to hold us harmless from any loss or liability in connection with any POD designation or attempted POD designation, and you understand that you should consult with your attorney if you have any question regarding the validity, effectiveness, or fitness of any such POD designation for any purpose.
4. **Accounts for Trusts.** At our option, we may issue shares or receive deposits in a revocable trust subject to such membership requirements as we may impose from time to time in keeping with applicable law. If you request that we open an Account in the name of a trust, you agree that we are authorized to release the funds in any such Account upon the signature of any Trustee. You agree that if we make payment to any Trustee or Successor Trustee (either is referred to as "Trustee"), or at the direction of any one of the Trustees, that payment shall be valid and shall discharge

us from any liability for the sums paid. Any Trustee authorized to sign on any such Account shall be subject to the terms and conditions set forth in this Account Agreement and any other Agreement governing any such Account. You agree that we shall have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations set forth in this Agreement, and that we shall serve solely as a depository for the trust funds. You and any Trustee agree to save, indemnify, defend and hold us harmless from any claim, demand, suit or other charge by any person arising out of or resulting from the establishment, maintenance, and transaction of any business related to the trust and any Account established for the trust.

5. **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. **Minor Accounts.** We may open a Savings, Checking, or other Account for a minor, receive payment or pay withdrawals on the Account by or for a minor, and act in any other matter on the order of the minor without regard to the minor's capacity, and we are discharged from liability to the extent of any such actions. We may require that certain minor Accounts be jointly owned with an adult 18 years of age or older. Unless a parent or guardian is a Joint Owner on a minor Account, the parent or guardian shall have no rights to access or obtain information about the Account. Even if a parent, guardian, or another adult is a Joint Owner on a minor Account, the minor as an Account Owner has the right at any time to withdraw the Account funds and close the Account.
7. **Accounts for Guardianships and Estates.** At our option, we may 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 Certificate or Letters of Guardianship, Letters Testamentary, or Letters of Administration ("Letters") 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 that are valid upon presentment, that we may continue to rely upon the same without inquiring into their expiration or renewal, and that we may assume their renewal unless notified 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.
8. **Representative Payee Accounts.** At our option, we may accept deposits in Accounts established in a member's name and for the member's benefit by an individual appointed as a Social Security Administration, Railroad Retirement Board, or Veterans Administration "Representative Payee." Funds in a Representative Payee Account are owned by the member beneficiary. Only the Representative Payee, however, shall have direct access to the funds on deposit. If an Account is opened, you (whether as beneficiary or as Representative Payee) agree that we may accept deposits, including direct deposits from the Social Security Administration, Railroad Retirement Board, and Veterans Administration, that we may permit withdrawals from the Account by the Representative Payee through such means as we may prescribe from time to time, and that we may restrict access to the Account by the beneficiary. You agree that the Representative Payee alone will be responsible for compliance with the Rules of the Social Security Administration, Railroad Retirement Board or Veterans Administration governing such Accounts. You agree that if we make payment to or at the direction of a Representative Payee, any such payment shall be valid and shall discharge us from any liability for the sums paid. You agree that we may rely upon any appointment of a Representative Payee that is valid on its face, that we will have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations otherwise 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, Railroad Retirement Board, Veterans Administration, or otherwise, we may transfer funds in other Accounts held by the beneficiary or the Representative Payee in order to cure any overdraft that may occur as a result of such reversal. You agree to save, indemnify, defend, and hold us harmless from any claim, demand, suit, or other charge by any person or entity arising out of or resulting from the establishment, maintenance, and transaction of any business related to a Representative Payee Account or any other Account designated for the receipt of government benefits.
9. **Business Accounts**
In this Agreement, the term "Business Account" means any Account maintained or opened by or in the name of any corporation, partnership, sole proprietorship, unincorporated association or club, limited liability company, or other organization. The words "you" and "your" mean the Account Owner named on the Business Account Application or any other document executed in connection with the opening, maintenance, or modification of any Business Account with us. By opening or maintaining a Business Account with us, you agree that the following terms and conditions apply to and govern any such Business Account in addition to the other terms of this Agreement. In the event of a conflict between the terms in this section and the terms in other parts of the Membership and Account Agreement, the terms and conditions herein shall control.

- A. You expressly represent that (i) the Account Owner named on any Application is duly organized, validly existing, and in good standing under the laws of the state where organized and has filed Articles of Incorporation, Certificates of Limited Partnership, Assumed Named Certificates, or a similar document, 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 Application as an 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 Application is either presently a member of the Credit Union or is eligible to apply for membership in keeping with the membership requirements set forth below, or otherwise qualified to maintain Credit Union Accounts.
- B. Subject to any limitations set forth on the Applications, any of the authorized signers on any Application shall be authorized to transact business on behalf of the Account Owner with respect to the Business Account(s) designated on the Application and are authorized to (i) close any such Business Account(s), (ii) deposit and withdraw any of the funds of the Account Owner in such Business 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 Business Account(s), (iv) stop payment against checks or other payment orders, (v) make withdrawals or transfers from any such Business Account for the purpose of purchasing Certificates of Deposit in the name of the Account Owner and to redeem any such Certificate of Deposit in the name of the Account Owner, and (vi) make any other agreements and stipulations with us with respect to such Business Account(s) and to bind the Account Owner thereto.
- C. The endorsement of the Account Owner of items for deposit may be written or stamped without designation of the party making the endorsement.
- D. We are authorized to honor any and all withdrawals of the Account Owner's funds by any one of the authorized signers, and we need make no inquiry concerning any such action. You acknowledge that you may not stipulate that withdrawals and other actions be performed and signed by two or more authorized signers. You agree that any designation by you requiring the signatures of two or more persons is for your internal business purposes only and is not binding on us.
- E. We will not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds by any of the authorized signers. The Account Owner and all of the authorized signers, jointly and individually, agree to indemnify, defend, and hold us harmless from any claims, demands, expenses, losses or damages, including without limitation attorney's fees and costs, resulting from or directly or indirectly related to any activity of such parties with regard to any Business Account maintained with us.
- F. The Account Owner and the authorized signers agree to execute or provide such additional documentation as we may require or deem appropriate in connection with the opening and maintaining of any Business Account.
- G. The Account Owner and all authorized signers authorize us to recognize the facsimile signature(s) appearing on any Application 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 Application. The Account Owner is responsible for maintaining the security of all facsimile signatures, check writing equipment, and supplies. The Account Owner must promptly notify us in writing of any checks that have been lost or stolen or the unauthorized use of facsimile signature equipment and the circumstances surrounding the loss, theft or unauthorized use. We are not liable for any unauthorized use of any such facsimile signature.
- H. We may adopt policies from time to time under which we may issue Debit Cards, or other electronic access devices and personal identification numbers (PINs) to persons designated by the Account Owner, at the Account Owner's request. You acknowledge and agree that the issuance of an access device or PIN in connection with a Business Account affords ready access to the Business Account by the person or persons authorized by the Account Owner, as well as other persons who are provided access to the access device or PIN, or who otherwise obtain the access device or PIN 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 or PIN are solely responsible for their use and that we will not be liable for any loss resulting from the unauthorized use of the access device or PIN. You agree that, except as otherwise provided in any other agreement we have with you, the provisions of our consumer Electronic Fund Transfers Regulation "E" Disclosures addressing error resolution and any limitation upon a consumer's liability for unauthorized electronic fund transfers shall not apply to electronic fund transfers when made to or from a Business Account. Except for the foregoing, electronic fund transfers to and from a Business Account are generally subject to the Electronic Funds Transfer Regulation "E" Disclosures and are fully subject to any additional terms and conditions provided to you at the time your request for the electronic fund transfer service is approved.
- I. If you contract for an Electronic Fund Transfer service, we may communicate with you and others authorized to use your PIN from time to time. Those communications may include your PIN. We will send those communications to your address as reflected in our records, and you agree that we have no liability to you or to any other person if our communication to you is stolen or otherwise intercepted by any person at any time. You agree that the terms set out herein and in the remainder of the Account Agreement and the Electronic Fund Transfers Agreement and Disclosures regarding the security and safekeeping of your PIN and the security of electronic fund transfers transactions in general are commercially reasonable and you agree to be bound by and to comply with these terms. Authorizations given to other persons are considered unlimited in amount and manner until you notify us of their revocation and we have had a reasonable opportunity to act on your notification.
- J. In order to add or delete authorized signers from any Business Account, (i) the Account Owner may close the Business Account and open a new Business Account through the execution of a new Application or, (ii) the Account Owner may modify the Business Account to provide for any such addition or deletion by completing a new Application or such other form as we may require, bearing the signatures of all persons who thereafter are authorized to sign on behalf of the Account Owner. We reserve the right to require that a new Business Account be opened when adding or deleting authorized signers. In order to add or delete authorized signers on any Business Account, whether by way of Account closure or modification, we may require the presentment of a new certificate of corporate resolution or a new certification and authorization in the case of a sole proprietorship, partnership, association, or other business entity, 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 authorized signers by way of Account modification rather than by closing the Business Account(s), we may not be able to verify effectively whether an authorized signer signs any check presented, and you agree that we are not required to examine instruments presented. In the event of a Business Account modification, you agree that the Account Owner is solely responsible for

denying any deleted 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 signer.

- K. A Business Account may not be established at the Credit Union unless there is an Account Owner, member, manager, or company officer who is a member of the Credit Union for a minimum of six (6) months. A business may be eligible for Credit Union membership if it is listed in our field of membership or physically located within our community field of membership. Otherwise, for sole proprietorships, the individual Owner(s) must be a member of the Credit Union for a minimum of six (6) months. For corporations, all of the corporate shareholders must be within our field of membership. For partnerships, all of the partners must be within our field of membership. For unincorporated associations, limited liability companies, and other businesses and organizations, all of the members of any such association, organization, or company must be within our field of membership. Different requirements may apply for other types of business entities.
- L. Business Accounts are subject to the fees set forth in the Truth in Savings Fee Schedule, which is incorporated into this Agreement by reference. You acknowledge and agree that any additional Truth-in- Savings Account Disclosures provided to you in connection with a Business Account are made for the benefit of natural-person members of the Credit Union who hold an Account primarily for personal, family, or household purposes. To the extent that those disclosures are also accurate with respect to Business Accounts, they are provided for informational purposes only and without any corresponding intent to extend coverage of the Truth-in-Savings Act and implementing regulations to Business Accounts.
- M. Overdraft protection from Savings Accounts and line-of-credit Accounts is available for Business Accounts. Our Non-Return Privilege product is not available for Business Accounts.

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 ordered through us, 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 hold us harmless, if you fail to follow the requirements in this paragraph. If a non-member requests to cash a check drawn on your Account, we may require the non-member to present acceptable identification and, at our option, place a fingerprint on the check. If the non-member refuses to comply with our requirements, we may refuse to accept the check, and in such a case, you agree that we will not be liable for wrongful dishonor. In the event that the applicable Account has a sufficient available balance on deposit to cover one or more, but not all of the checks or other withdrawal orders presented during any given business day, we may honor those items and allow those withdrawals in any order that we may choose in our sole discretion, including, first, processing withdrawal orders or checks payable to the Credit Union, and dishonoring or refusing any item or withdrawal order for which there is an insufficient available balance thereafter. We may process all checks and other transactions in any order we choose, and we may change the order in which we process checks and other transactions at any time without notice to you. To avoid fees, you should ensure that your Account contains a sufficient available balance 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 may pay a check of yours without regard to its date, and you agree that we will have no liability for doing so. We are under no obligation to pay a check, however, which is presented for payment more than six (6) 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.**
 - a) **What is an Overdraft?** An overdraft occurs when a check, electronic Automated Clearing House (ACH), ATM or debit card, or other payment or transaction you have made is presented to the Credit Union for payment but the available balance in your Checking Account or Money Market Account (collectively, Checking Account) is not sufficient to pay the transaction. In such a case, the payment would normally be returned to the payee's financial institution or denied for insufficient funds, and you may be charged an Insufficient Funds (NSF) fee for each submission and resubmission of the item for payment. Because a merchant or other payee may resubmit a returned item multiple times for payment, multiple return fees may be charged for a resubmitted item or payment order. In some cases, such as a preauthorized Check Card transaction we have committed to pay at the time of purchase, we may be required to pay the transaction even if the available balance in your Account is not sufficient at the time of presentment. In such a case we will not charge a fee unless permitted by law.. If you have elected our Automatic Overdraft Protection service, however, we will attempt to pay the transaction using available funds from another deposit or loan account of yours. In addition, if you have qualified, our discretionary Non-Return Privilege service may also provide an additional layer of overdraft protection. You may incur fees as set forth in our 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 three levels of overdraft protection. The first level is called Overdraft Savings Transfer. This service transfers available funds from your designated savings account, or line of credit, to pay a transaction when your Checking Account does not have a sufficient available balance. We determine whether your Checking Account has a sufficient available balance when the transaction is presented to us for settlement. We may charge an Overdraft Protection Transfer fee for this service as set forth in the Fee Schedule. This fee is less than the fee for the Non-Return Privilege service described below. To use this service, you must enroll and designate the priority of your Automatic Overdraft Protection sources on the Application or other form we have designated. The second level of overdraft protection is called Non-Return Privilege (NRP). This service is extended to all eligible members. NRP is provided pursuant to our discretionary Non-Return Privilege Policy as a non-contractual courtesy. It is not a line of credit and it is not guaranteed. We may refuse to pay an overdraft at any time and for any reason, even though we may have paid previous overdrafts for you in the past. You should never expect that we will pay an overdraft.

However, in the event you write a check or initiate an ACH, online bill payment, or recurring debit card transaction and your Checking Account does not have a sufficient available balance to pay the transaction, 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 third level of overdraft protection extends the NRP service to ATM withdrawals and your everyday (one-time) debit card transactions. To use this service, you must affirmatively opt-in to NRP for ATM withdrawals and everyday debit card transactions by contacting us. Both levels of the NRP service may charge a Non-Return Privilege fee as set forth in the Fee Schedule when a transaction is paid using the service. The amount of NRP approved for your 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. If you no longer want an overdraft protection service in which you are enrolled, you may opt-out of any level at any time by calling or writing to us. Please refer to our Non-Return Privilege Policy for eligibility requirements and additional information about the NRP service.

- 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 in your Account 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 your available balance when you review your Account online, at most ATM/ITMs, and by calling us or visiting a branch office. You must be enrolled in a respective electronic fund transfer service in order to check your balance with that service.

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 transactions that have been initiated or authorized but have not yet been posted to your Account. 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 be settled with 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 of your Account is that part of the actual balance that is available for you to use. The available balance is the actual balance minus holds placed on your Account balance such as check deposit holds under our Funds Availability Policy, holds for pending debit card transactions that have been authorized but not yet posted, and legal holds. We use your available balance at the time transactions are presented to us to determine whether to pay or reject transactions. We also use your available balance at the time transactions are presented to us to determine whether to assess Overdraft Protection or NRP fees. For example, if you have \$50 in your Account and you use your debit card at a restaurant for \$20, then the merchant may ask us to preauthorize the \$20 payment. When that happens, we will place a hold on your Account for \$20 and your available balance will be reduced to \$30, even though your actual balance will remain at \$50 until the transaction posts or the hold is released. Funds subject to a hold are not available to pay checks, debit card, online bill payments, ACH, and other transactions. Please refer to the Electronic Fund Transfers Agreement and Disclosures for more information about debit 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 are in transit. Additionally, the available balance may not always reflect outstanding debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three business 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 of all of your transactions to ensure you have sufficient funds available in your Checking or other applicable Account when the transactions are presented to us. Failure to do so may cause you to incur overdraft fees.**

- d) **Payment Order of Transactions.** The order in which we process checks and other withdrawal orders (collectively, “Item or 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, we generally pay Items as we receive them, subject to applicable law. 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, checks, ACH, or ATM/Point-of-Sale (POS)). 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 as presented in the file received and in the order which follows, subject to our reservation of right to pay checks and other withdrawal orders payable to us first, as set forth in the Payment Authorization section of this Agreement. Checks are paid in order of presentment in the file. We will post credits from ACH files first, then ACH debits are paid in the order they are presented. 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. Please refer to the Payment Authorization section for additional terms regarding payment order of Items.
- e) **General.** You agree to maintain sufficient available balances in your Accounts at all times to pay any withdrawal order (whether oral, written, or otherwise) or other Item presented for payment against the applicable Account. Except as provided in our agreements with you, we are under no obligation to pay any order or Item (i) the amount of which exceeds the available balance in the Account upon which the order was made or the Item was drawn, or (ii) that would exceed limitations imposed upon the applicable Account under our policies and procedures or under applicable law or regulation, including Federal Reserve Board Regulation D. In the event that we do pay any such order or Item, we will not waive our right to dishonor any subsequent orders or Items presented. If we do pay an order or Item, the amount of which exceeds the available balance in the Account upon which it is drawn, or if any Item deposited to your Account is subsequently returned and charged back to your Account creating an overdraft, you agree to pay us immediately the amount by which that Account is overdrawn together with any fees that we might assess. You also authorize us to deduct any overdraft from your next deposit (including a direct deposit of Social Security or other government benefits), to withhold or to transfer funds from any other Account to which you are a party in amounts sufficient to cover any overdraft and resulting overdraft fees, or to use any other collection remedy available to us at law. In the event that you write a check or

take any other action which would result in an Account becoming overdrawn, and automatic overdraft protection is in effect for your Checking Account, such check or action taken shall be deemed to be a request by you to us to transfer available funds from your Share Savings Account 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 Share Savings Account in the manner in which you have directed in writing. A fee may be charged for overdraft protection as set forth in the Fee Schedule. After all overdraft protection is exhausted or denied, if sufficient funds are not available for an item, then any such item presented will be returned to the payee due to insufficient funds and a charge will be made to your Account in such amounts as we may establish from time to time. Because an unpaid return item or other payment order such as an ACH transaction may be resubmitted by the payee multiple times, multiple 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. You agree that we may rely on a merchant's coding of a debit card transaction to determine whether the transaction is a recurring or a one-time transaction.

4. **Transaction/Transfer Limitations.** On Share Savings Accounts, during any month, you may make no more than six (6) withdrawals or transfers to another Credit Union Account of yours or to a third party by means of a pre-authorized, automatic, or computer transfer, or telephonic order or instruction. There is no limit on the number of transactions you make in the following manner: (1) transfers to any loan account of yours with us, (2) transfers to another Account of yours with us or withdrawals when such transfer or withdrawal is initiated in person, by mail, or at an ATM/ITM. If you exceed the transfer limitations set forth above, your Account may be subject to closure by the Credit Union. For Money Market Accounts, you may make no more than six (6) withdrawals/transfers monthly (including, but not limited to, withdrawals made by Automated Clearing House (ACH), telephone, Internet or wire, check, draft, debit card, or similar order. Overdraft protection will not be offered or allowed on your Money Market Account. If a transfer request would exceed the transfer limitations set forth above in any statement period, we may refuse or reverse the transfer, and suspend or close your Account, and we may impose a charge. If you continue to exceed any transfer limits on your Account after the Credit Union has notified you of such transfer violation, your Account will be subject to closure. Funds on deposit will be transferred to your regular Share Savings Account.
5. **Signatures.** You authorize us to recognize any of the signatures set forth on the Application in the payment of funds or the transaction of any business for your Accounts. You authorize us to pay a check presented for payment even though the signature or signatures thereon do not correspond exactly with the signatures on the Application. We are not obligated to honor a check unless the 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. For all Credit Union business, we may recognize electronic signatures, facsimile signatures, signatures imprinted by mechanical devices, or any other authentication method acceptable to us, including orders to pay that are received electronically or telephonically. You agree to indemnify and hold us harmless from any losses resulting from our honoring an item which bears or purports to bear a facsimile signature resembling a facsimile signature on file with us, regardless by whom or by what means the actual or purported signature was affixed to the item. 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 hold us harmless from any and all loss and liability which you may incur due to our inadvertent payment of incomplete or postdated items, items endorsed "without recourse", or conditional items. You agree that we will not have any duty to discover or comply with postdated, incomplete or conditional items, nor will 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 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 Automated Clearing House (ACH) entry, you acknowledge and agree that any such entry will be governed by the National Automated Clearing House Association (NACHA) Operating Rules, the Rules of any local ACH, and the Rules of any other system through which the entry is made. Other payment orders you make may be governed by 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, recover the funds from another Account of yours, 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, wire transfer, or other payment order, 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 or an Account suffix, you agree that we may deposit the payment into any Account of yours with the same member Account number as that appearing on the payment order, including a Joint or Multiple Party Account.

- e) **Our Liability; Interest Payable.** We may be responsible for your actual losses or direct expenses, but only 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 set, 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. In no event will we be liable for any special, indirect, exemplary, punitive, incidental or consequential damages (including lost profits) of any kind arising out of a wire transfer transaction, even if we had 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 or interest rate that we pay on the Account to or from which the funds transfer should have occurred. You agree to indemnify, defend and hold us harmless from any cost, liability, damage, or expense (including without limitation, 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, or 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 ("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.
 - f) **Security Procedures.** We reserve the right to refuse to accept any wire transfer or other 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, push verification, the use of identifying words or numbers, and identification via employee ID badge, 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 to our security procedures, you must notify us in writing. In such event, we shall have no obligation to accept any payment order from you or other authorized parties on the Account until you and the Credit Union agree, in writing, on an alternate security procedure.
 - g) **Cutoff Times.** Payment orders and communications giving, canceling or amending payment orders received after 4:00 p.m. CST for domestic wire transfers 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. We may post additional cutoff times for other types of funds transfers in our offices. Wire transfers and other payment orders generally may not be amended or canceled after we have begun to process them. If we accept a request to amend or cancel a wire transfer or other payment order after processing has begun, we will attempt to put in effect your request, but we make no guarantee that any such attempt will be successful.
 - h) **Force Majeure.** We are not liable for a failure to execute a payment order according to your instructions if an interruption in communication facilities or some other circumstance beyond our control such as fire or flood prevents the transfer, despite reasonable precautions we have taken. We will promptly notify you of the failure or delay, however, and will complete the transfer as soon as possible.
 - 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 approval by you. You may 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 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 manner and in time to provide us with a reasonable opportunity to act on it.
8. **Stop Payment.** Except as provided in this Agreement, you may stop payment of items drawn on your Accounts. You agree to defend, indemnify, and hold us harmless from any claim, loss, liability, damage or expense that we incur, including, without limitation, 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 obligated to notify you that a stop payment order or its renewal has expired. A stop payment order, a renewal of any such order, or a revocation of any such order shall not be effective unless it is delivered to us in writing during regular business hours and we have had a reasonable opportunity to act on it. In addition, we will not be liable for the payment of an item over a stop payment order if the order is received after 10:00 a.m. on the next banking day after the banking day on which we received the item. Due to computer systems limitations, we can intercept an item subject to a stop payment order only if the precise amount, date, check number, name of payee and any other information that we may reasonably require is provided. If that information is not provided 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 twenty-four (24) hours after which it must be renewed in writing. Any stop payment order, renewal or revocation will incur a charge as set forth on the Fee Schedule. You agree that we may honor a stop payment order, revocation or renewal if made by the person who signed the check to be stopped or any other person who has signed the 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. You may not stop payment of cashier's checks, or Credit Union checks issued by us at your request. In the event that you request that we stop payment of any cashier's check or Credit Union check, we shall be under no obligation to do so. However, in the event that, at our option, we agree to stop payment pursuant to your request, we may require that you provide us with an indemnity agreement and bond supported by such surety or sureties as we may deem sufficient, to indemnify us against any possible loss in connection with the presentment or payment of the original item. You will also be required to pay a fee in connection with any request for a stop payment order, which fee is set out on the Fee Schedule. If an item is inadvertently paid over a valid stop payment order, due to our failure to exercise ordinary care, we may be liable to you for any loss you suffer as a result. You agree 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 indirect, special, incidental, consequential, punitive or exemplary damages. If we do re-credit your

Account after paying an item over a valid stop payment order, you will take whatever action we deem necessary to transfer to us all of your rights against the payee or holder of the item and to assist us if we take legal action against the payee or any other person.

In the event that you instruct us to stop payment of certain pre-authorized debits you acknowledge and agree that, at our option, we may stop payment of all pre-authorized debits from your Account if we deem that action necessary to ensure that your stop payment order will be effective. You also acknowledge and agree that we will not be liable for our failure to stop payment of future pre-authorized debits, notwithstanding your stop payment order, if our failure is caused in whole or in part by the actions of the payee. You may not stop payment of transactions initiated through the use of a Debit Card or ATM Card used at an ATM/ITM or point of sale. For additional information concerning your right to stop payment of pre-authorized electronic fund transfers, please refer to your Electronic Fund Transfers Disclosures.

9. **DATCU Liability.** Except for losses caused by our failure to exercise ordinary care or our failure to act in good faith, you agree that we will not be liable for any action or inaction regarding the payment or nonpayment of items, collection of items, other withdrawals, or transfer of funds, or advances of credit in satisfaction of overdrafts. The term "ordinary care" shall be construed in keeping with the definition of that term in Section 3.103 (a) (9) of the Texas Business & Commerce Code, as amended. We will be deemed to have exercised ordinary care if we have observed reasonable commercial standards prevailing for financial institutions in the area where we are located. Subject to applicable law, you agree that we will never be liable for any indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or related to any of our obligations under this Agreement, even if we have been advised of the possibility of such damages. If we pay an item over a forged drawer's signature, we will not be liable for more than the face amount of the item, subject to applicable law. Except for our acts and omissions caused by our (a) failure to exercise ordinary care, (b) willful misconduct, or (c) breach of this Agreement, you agree to indemnify, defend, and hold us and our officers, employees, and agents harmless from and against any losses, claims, liabilities, damages, or expenses, including, without limitation, 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 reasonable control.
10. **Cash withdrawals or payments at any DATCU branch** may be restricted due to the limited amount of currency on hand. If we do not have sufficient cash for a large cash withdrawal or payment, we may make arrangements for a later cash payment or offer to make payment with an Official Check. We assume no responsibility to provide personal protection for customers who elect to carry large sums of money on or off of our premises.

DEPOSIT OF ITEMS

1. **Handling of Items.** We act only as a collecting agent for any items deposited. Any deposit that we accept shall be provisional and will be subject to subsequent payment verification. We are not responsible for any deposit or other transaction initiated by mail until the item or order is actually received by us. If accepted, items drawn on financial institutions located outside of the United States are handled on a collection basis only which means we are not taking on liability for payment of the check, we are just processing the item as a collecting bank. We reserve the right to accept any item on a collection basis only. 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. We will not be responsible for any deposit or other transaction made through the use of our night depository or any other unattended facility until the item or items are actually removed from the depository or facility by our personnel. We will not be responsible for any deposit or other transaction during the course of delivery to us by any courier or other third party until the item or items are actually received by our personnel. We have the right to endorse all checks payable to you for deposit into your Account. We will not be liable for the negligence of any correspondent bank or institution nor for any loss incurred in transit when items are forwarded to correspondents. We will not be liable for any delay as a result of any interruption of communication facilities or any other circumstances beyond our control. You agree to bear the risk of any change in the exchange rate with respect to any items which may be payable in foreign currency. You agree that we may charge back any item before payment without notice, whether the item has been returned or not. You agree that, if a check that has been deposited to your Account or cashed by you at the Credit Union is subsequently returned based upon a breach or alleged breach of any transfer warranty, presentment warranty, or otherwise, we may charge back the amount of any such item to your Account or deduct the funds from any of your Accounts at any time without notice. You agree that we may resubmit an item that has been returned to us for payment, and you waive notice that an item has been dishonored or charged back against your Account. **A Returned Deposit Item Fee as set forth in the Fee Schedule may be charged each time a resubmitted deposit item(s) is returned to us.** We may charge a Returned Loan Payment Fee each time a resubmitted 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, and for that reason, our procedures generally do not include sight-review of items. You acknowledge and agree that reasonable commercial standards do not require us to sight-review every check presented and that any failure to sight-review does not constitute a lack of ordinary care in the payment of any item.

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

agree to hold us harmless from any such loss. We are not required to recognize endorsement restrictions such as 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.** We reserve the right to refuse any item for deposit into your Account. If you request that we accept for deposit a substitute check that has not been created by a financial institution or a check that has already been deposited at a financial institution but returned, we are under no obligation to accept any such check for deposit. If we do, however, you agree to indemnify, defend, and hold us harmless from any loss or liability, including, without limitation, consequential damages, attorney's fees, and expenses, which may arise because of our acceptance of the item. In any event, at 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 laws or regulations.
4. **Deposit Verification.** If a deposit is made to your Account and we subsequently determine that the deposit or the amount of the deposit initially credited was incorrect, we may correct any such error and make corresponding adjustments to your Account in order to reflect the correction.

GENERAL PROVISIONS

1. **Account Security.** You agree to exercise precautions to safeguard your identity, your Accounts, and your Account information, 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 Account information, including usernames, personal identification numbers, and Account numbers, over the telephone, by e-mail, or by text messaging. You agree not to disclose your personal information and Account information to unknown persons through these mediums for any reason.*** You agree to remain vigilant for phishing and other fraudulent scams and notify us promptly if you become aware of or suspect fraudulent activity involving your identity, your Accounts, or the Credit Union. If you receive an email, text, or other communication that appears to have been sent by the Credit Union and asks for your personal or Account information, you agree not to respond to the message and notify us immediately. If you fail to exercise reasonable care to protect your identity and safeguard your Accounts, we will not be liable unless required by law. ***You also understand that you may elect from time to time to use Credit Union or other parties' social media tools and sources, that there is no claim of privacy or privilege regarding information shared or discernible from such use or sharing; and the use of such information by us does not violate your privacy or other rights.***
2. **Taxpayer Identification Number and Backup Withholding.** The Internal Revenue Service (IRS) requires most recipients of dividend, interest, or other payments to give taxpayer identification numbers to credit unions and other payers who must 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 interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number. Certain penalties may also apply. In the event that (a) you have been notified by the IRS that you are subject to backup withholding due to payee underreporting and you have not received a notice from the IRS that the backup withholding has been terminated or (b) you provide us with an incorrect taxpayer identification number, the Credit Union is required to withhold payment, in part, of dividends or interest owing to you in amounts determined by the IRS and to pay interest or dividends withheld to the IRS.
3. **Inactive Accounts.** We may be required by applicable law to preserve an Account that is inactive. For Texas residents, an Account is considered inactive if for more than one year there has not been a debit or credit (deposit, withdrawal, or transfer) to the Account because of an act by you or your agent (other than us) and you have not communicated with us. For Texas residents, a Checking, Savings, or matured Certificate of Deposit Account is presumed abandoned if (i) the Account has been inactive for at least three years from the date of your last transaction on the Account or your last correspondence with us and (ii) we are unable to locate you. If you reside in a state other than Texas, the unclaimed property laws of your state of residence will apply. If an Account is presumed abandoned under Texas law or other applicable law, we will attempt to notify you. Your state law may allow you to designate a representative in advance for purposes of receiving such notice. If after notice, you do not claim the property or you or your designated representative has not communicated with us in a timely manner, we may be required by law to report the abandonment and remit the Account funds to the treasury of the state in which you reside. After we pay funds to the applicable state, we will no longer have access to such funds and your only recourse to reclaim such funds will be through the applicable state treasury.
4. **Account Statements.** You are responsible for promptly examining each Account statement we provide or make available to you. Except as may be provided in any other agreement we have with 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 will be waived unless made in writing to us, and received on or before the 60th day following the date the statement is mailed or otherwise made available, subject to applicable law. If you have an issue relating to a substitute check, you must notify us in writing within 60 days of the date we mailed or delivered the substitute check in question or the Account statement reflecting the posting of the substitute check, whichever is later. If you are unable to make a timely claim relating to a substitute check due to 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 the 60-day period, nor will we be liable for any forged, unauthorized, 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 60-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 and business, organization, and association 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 international payment orders ("remittance transfers") may be subject to different notification obligations as disclosed at the time the remittance transfer service is provided. Our Funds Availability Policy discloses your notification obligations for claims related to substitute checks.

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

You will receive an Account statement monthly for your Checking and Money Market Accounts. You will receive an Account statement at least quarterly for your Savings Accounts. We will only mail or deliver electronically Account statements, notices and other communications to the Primary Member who is responsible for providing all such communications to any other parties to the Account. Notice to one party on the Account shall be considered notice to all parties. You acknowledge that any person to whom the Account statement is provided or made available will have access to all Account and loan information for all Accounts and loans appearing on the Account statement, even if the party is not authorized on all Accounts and loans and we are not responsible for such access. Unless we have agreed otherwise, we will mail or deliver your Account statement to the most recent address or other agreed location we have on file in our records for the Primary Member. You agree to notify us promptly if your name, address, or any other contact information such as your telephone or cellphone number or email address changes. 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 statements are received, and you agree that we will not be responsible for the loss or theft of your statements. You agree to notify us immediately if you fail to receive a statement for your Checking Accounts monthly, or a statement for your Savings Accounts at least quarterly. It is important that you make note of the time that you regularly receive your statement. You agree to notify us immediately and in any event within 14 days of that time, if you fail to receive your statement.

You may choose to receive your statements online through our Online Banking. If you elect to receive electronic statements, we will notify you by email when your electronic statement is available and no paper statement will be issued. Electronic statements can be downloaded, saved, and printed for your records.

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 for any claim, loss or damage caused by your actions. You waive any right to take legal action against the Credit Union for any illegal use or transactions and you agree to indemnify, defend, and hold harmless the Credit Union and any third-party processors from and against any lawsuits, other legal action, claims, damages, liability, costs and expenses, including without limitation, attorney's fees, that result directly or indirectly from such illegal use or transactions.

If you open a Business Account with us, you agree to certify to us at Account opening, and if requested annually thereafter, that (i) you do not engage in an Internet gambling business or (ii) you have legal authority to engage in an Internet gambling business. You agree to cooperate with us and provide any documentation we may reasonably require in order to substantiate your certification or comply with applicable regulations. You authorize us to investigate the Account Owner, its principals, and the authorized signers' backgrounds, including any current or previous financial institution and payment processors, whether through references or located by us. You also agree to notify us immediately if at any time your business or organization changes in any way that causes any prior certification to be inaccurate. If you certify to us that you 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.

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 legal review, negotiations, responses, appearances, and the production of statements, items or other documents pursuant to connection with subpoenas, court orders, levies, receivership orders, 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 statutory and contractual liens set forth below, and you authorize us to exercise the lien whether or not any outstanding obligation is in default, subject to applicable law.
7. **Statutory Lien.** To the extent of a member's direct or indirect indebtedness to us, Texas law grants us a lien enforceable with or without judicial process, on a member's shares and deposits, accumulated dividends, and interest, and the right to set off against such shares, deposits, dividends and interest. We may allow withdrawals to be made without affecting our right to a setoff or lien. This lien applies to all Accounts a member has with us, to the extent permitted by law, including Accounts held 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 and deposits as security for any indebtedness you owe to us. In addition to any lien we have as a matter of law, you grant us a contractual lien on any and all funds and accrued dividends and interest, deposited or maintained in any Account in which you have an interest to the extent of any loans

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

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, (iii) we are notified or it comes to our attention that a party to an Account has or may have died or is or may be incompetent to manage his or her affairs, (iv) we have been notified that a dispute exists between or among parties to the Account or third parties with regard to their respective interests in the Account, (v) there are competing claims to funds on deposit, (vi) we are in doubt concerning the respective interests of any parties to an Account or persons claiming an interest in the Account, we may restrict withdrawals from the Account and deny other Account services 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, uncertainty 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.** If you perform electronic transactions with us, you agree to accept notices and other documents from us electronically as permitted by law. In some cases, we may choose to provide notices in paper form even if we could have provided them electronically. Unless otherwise provided in any of our agreements or disclosures we have provided to you, any notice you provide to us must be in writing addressed to PO BOX 827 Denton TX 76202 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 Owner(s) of the use of a power of attorney on your behalf.
12. **Denial of Services.** In the event that any Credit Union member or other Account party becomes delinquent on an obligation to the Credit Union, causes a loss to the Credit Union, or makes known his or her intention to cause a loss to the Credit Union, whether by way of loan default, Account overdraft, discharge in bankruptcy or otherwise, or if any member or other Account party misrepresents themselves by making false or misleading statements in any application or other personal information requested, or in the event that any Credit Union member or Account party has been abusive in the conduct of his or her affairs with the Credit Union, it is the policy of the Credit Union to withdraw or restrict member services otherwise extended to that member and/or Account party and all other parties to the Account, including, but not limited to, the right to maintain accounts at the Credit Union, the right to payment of interest and dividends (except for the primary Share Account) and the availability of electronic fund transfers services such as preauthorized transfers, telephone, computer, and mobile access services, 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 applicable laws, regulations, and our Bylaws. Any electronic access restrictions we may impose under these circumstances may apply to all of your Accounts. The Credit Union may also withdraw additional member services when it has a rational basis for doing so. Under certain circumstances, services may be reinstated if any delinquency or loss caused to the Credit Union is subsequently cured. To the extent allowed by applicable law, regulations, and the Credit Union's Bylaws, your Credit Union membership may be terminated if you cause a loss to the Credit Union or for other good cause. Your membership may also be terminated if you do not maintain the minimum qualifying account balance required for Credit Union membership.
13. **Closing the Account / Terminating Services.** Any Owner of a Single Party, Joint or Multiple Party with Right of Survivorship, Payable on Death, or Minor Account may close the Account at any time. The Trustee, Custodian, or other authorized signer for a Trust, TUTMA, Guardianship or Estate, Representative Payee, or Business Account may close the Account at any time. Your right to close an Account is subject to any statutory or contractual lien existing in the Credit Union's favor and any legal process levied against any such Account. The Credit Union may close an Account at any time and disburse funds on deposit in any such Account to the Owners of the Account or in satisfaction of any obligation owing to us, in any

manner we deem appropriate, if (i) any of the events set forth in the preceding paragraphs 7 through 11 should arise, (ii) the Credit Union believes that it may suffer a loss if the Account is not closed or we believe that the volume of Account activity exceeds that which we can reasonably and safely process, (iii) we determine that any member or Joint Owner of the Account or any 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 the maintenance of your Account, (vi) there has been a change in Account Ownership or a change with regard to the persons authorized to sign on the Account, (vii) we suspect fraudulent or suspicious activity on your Account, (viii) you demonstrate negligence or carelessness in protecting your password(s), PIN, checks or other Account authorization information, (ix) you attempt to circumvent our policies and procedures, (x) you refuse to provide information and/or documentation needed to facilitate a transaction or service, (xi) we are notified that a party to the Account is deceased or is incompetent to manage his or her affairs, (xii) we have been notified that a dispute exists between or among parties to the Account or third parties with respect to their interests in the Account, (xiii) there are competing claims to funds on deposit, (xiv) we are in doubt concerning the respective interests of any parties to the Account or other persons claiming an interest in the Account, or (xv) for other good cause. If we pay an item or payment order after your Account is closed, you agree to reimburse us.

14. **Death or Incompetence of Account Owner.** You agree to notify us promptly if any Account Owner or authorized signer on your Account dies or is declared incompetent by a court. We may continue to accept deposits to an Account, to pay items drawn against an Account, to pay other payment orders against an Account, and allow any other transactions with respect to an Account until we are notified of an Account Owner's death or of an adjudication of incompetence and we have a reasonable opportunity to act upon any such notice. Subject to our policies and procedures, and subject to any separate agreement we may enter into with any surviving Account owner, once we are notified of an Account Owners death or adjudicated incompetence, we may pay items drawn against the Account or other payment orders authorized by the deceased Account Owner for a period of 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, defend, and hold us harmless against any claims, damages, losses, liabilities, or costs and expenses (including without limitation, attorney's fees) arising out of the payment of any items or payment orders, and this Agreement will be binding upon the heirs, devisees, and legal representatives of any deceased Account Owner or any Account Owner who is adjudicated incompetent. We may continue to pay interest or dividends on an Account following the death of an Account Owner. If any surviving Joint Owner is a member of the Credit Union, we may require that the Account be closed and the funds transferred to the surviving Joint Owner's Account. If any deposit such as salary, pension income, or Social Security benefits is posted to an Account after an Account Owner has died, you agree that we may reclaim the deposit and return it to the sender.
15. **Attorney's Fees.** In addition to any other rights we may have at law or under this Agreement to recover fees and costs, and to the extent permitted by applicable law, we shall be entitled to recover reasonable attorney's fees and costs expended in connection with the enforcement of this Agreement, compliance with applicable law with respect to your Account, and 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 Account without prior notice to you.
16. **Amendment.** You agree that we may add to, change, or delete any of the terms of this Agreement, the Truth-In-Savings Rate and Fee Schedules, and any notice, agreement, policy or procedure made a part of this Agreement, from time to time in our sole discretion, subject to applicable law.
17. **Severability.** If any provision of this Agreement shall be declared invalid, unenforceable, illegal, or void as against public policy, that provision will not affect the validity, enforceability or legality of any other provision.
18. **Reopened Accounts.** Should your Account be closed at any time or times by withdrawal of the balance of the Account, and later reopened by you, such reopened Account shall be subject to all of the terms and conditions of this Agreement, whether or not any new signature card or other Account agreement is signed.
19. **Governing Law.** Texas law and federal law shall govern this Agreement, including without limitation, the Texas Credit Union Act and the Rules and Regulations of the Texas Credit Union Commission. This Agreement is also governed by our Bylaws, policies and procedures, as amended from time to time. To the extent that federal law applicable to this Agreement does not preempt Texas law, the laws of the State of Texas shall apply to this Agreement without regard to any Texas choice of law provisions. You agree and submit to personal jurisdiction in the State of Texas, and venue is proper in Denton County, Texas.
20. **JURY TRIAL WAIVER.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AND THE CREDIT UNION KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND CONCLUSIVELY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, LAWSUIT, COUNTERCLAIM, DISPUTE OR PROCEEDING ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, YOUR ACCOUNT, ANY LOAN, CREDIT CARD OR OTHER INDEBTEDNESS WITH US, AND ANY TRANSACTIONS OR SERVICES CONNECTED WITH THIS AGREEMENT OR YOUR RELATIONSHIP WITH THE CREDIT UNION. THIS WAIVER APPLIES TO ANY ACTION DESCRIBED ABOVE, WHETHER BASED IN CONTRACT, TORT, OR OTHER LEGAL THEORY AND WILL REMAIN IN EFFECT REGARDLESS OF THE NATURE OF THE DISPUTE.. YOU ACKNOWLEDGE THAT YOU HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL REGARDING THIS WAIVER AND UNDERSTAND ITS IMPLICATIONS.
21. **CLASS ACTION WAIVER.** BY ENTERING INTO THIS AGREEMENT, YOU AND WE AND THE CREDIT UNION AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT, YOUR ACCOUNT, ANY LOANS, CREDIT CARDS, OR OTHER INDEBTEDNESS OWED TO US, OR ANY TRANSACTIONS OR SERVICES CONNECTED WITH THIS AGREEMENT OR SUCH INDEBTEDNESS, WILL BE RESOLVED ON AN INDIVIDUAL BASIS. YOU KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR OTHER REPRESENTATIVE ACTION OR PROCEEDING, WHETHER AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR OTHERWISE, REGARDLESS OF THE NATURE OF THE DISPUTE OR THE LEGAL THEORY INVOLVED. THIS WAIVER APPLIES TO ANY LEGAL ACTION OR PROCEEDING,

INCLUDING BUT NOT LIMITED TO THOSE BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. YOU ACKNOWLEDGE THAT YOU HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL REGARDING THIS WAIVER AND UNDERSTAND ITS IMPLICATIONS.

22. **Permitted Time for Initiating Legal Actions.** You must file any legal action 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.
23. **Credit Reports.** You authorize us to obtain and verify your credit and employment history and to request and use credit reports for the purpose of considering any application to open an Account or any application for financial services. You also authorize us to request and use your credit reports to offer you additional financial products and services from time to time and to answer questions from credit bureaus about our credit experience with you. **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:

**DATCU
Attn: Loan Servicing
P.O. Box 827
Denton, TX 76202-0827**

Include your name, address, 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.

24. **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:

**DATCU
Attn: Loan Servicing
P.O. Box 827
Denton, TX 76202-0827**

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.

25. **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.
26. **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.
27. **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 an officer of us. If we delay or omit to enforce any of our rights or remedies under this Agreement, the 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.
28. **Confidentiality.** Protecting your privacy and the security of your personal information is of the highest importance to us. Our privacy and security practices are explained in our Privacy Notice. 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 available funds, (ii) on your written instructions, and (iii) as otherwise permitted or required by law, such as in connection with court orders or subpoenas.
29. **Cooperation in the Investigation of Claims of Unauthorized Activity.** If you submit a claim of unauthorized activity relating your Account, you agree, on our request, to (a) adequately describe your claim in writing in a signed affidavit, declaration under penalty of perjury, or any other form that we provide, (b) file a police report, (c) cooperate with us in all respects in the investigation of your claim, including promptly completing and returning to us any documentation that we may require. If you fail to fully cooperate with us in the investigation of your claim, we may terminate our investigation and revoke any provisional credit we have provided to you, subject to applicable law.
30. **Communications.** In order to ensure we carry out your instructions accurately and to provide quality member service, you consent to the monitoring and recording of telephone conversations and other communications between you and us. Additionally, for any telephone number or email address you provide to us in connection with any Account or service, 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 contact information to us, you authorize us and our service providers to contact you through those means to deliver or cause to be delivered information to service your Accounts and provide general information, even if any telephone number you have provided is on a state or federal do-not-call registry or similar list. We may provide information through telephone calls, text messages, or email. 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. Some of our systems may use an automated dialer or prerecorded voice to deliver messages. Message and data rates may apply. You must notify us promptly 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 indemnify, defend and hold us harmless for any claims, liabilities, damages, and costs and expenses, such as attorney's fees, for your failure to do so.

31. **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 deposit, share, loan, and other 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 original and that any such copy will be considered and original record for any purpose, including admissibility in evidence as an original record before any court or administrative agency.
32. **Active Military Members and Dependents:** Any terms or conditions herein contrary to the Military Lending Act ("MLA") are void for the period(s) during which you are entitled to the protections of the MLA.

YOUR ABILITY TO WITHDRAW FUNDS

This policy applies to the availability of funds in transaction accounts, except for the substitute check disclosures below that apply to all consumer Accounts. "Transaction Accounts" is defined as all Checking accounts. DATCU reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy.

GENERAL POLICY

Our policy is to make funds from your deposits available to you on the business day we receive your deposit. At that time, 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, federal holidays, and such other holidays we may observe, as may be published on our website or posted in our lobby from time to time. DATCU observes all federal holidays in addition to Good Friday and Christmas Eve. If you make a deposit before 6:00 p.m. on a business day that we are open, we will consider that to be the day of your deposit. However, if a deposit is made after 6:00 p.m. on a business day or on a day we are not open, the deposit will be considered made on the next business day we are open.

NEXT DAY AVAILABILITY

Please remember that even after we have made the 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.

IMMEDIATE CREDIT MAY BE GIVEN ON THE FOLLOWING:

- | | |
|---|---|
| •CASHIER'S CHECKS | •CASH |
| •CERTIFIED CHECKS | •STATE AND LOCAL GOVERNMENT CHECKS |
| •TELLER'S CHECKS | •CHECKS DRAWN ON DATCU |
| •TRAVELER'S CHECKS | •US TREASURY CHECKS |
| •U.S. POSTAL MONEY ORDERS | •WIRE TRANSFERS/ AUTOMATED CLEARING HOUSE (ACH) |
| •FEDERAL RESERVE AND FEDERAL HOME LOAN CHECKS | |

*To receive immediate credit for a check type listed above, the check must be payable to you and deposited into a transaction account of yours. Suspect Cashier's Checks, Teller's Checks, Certified Checks, Traveler's Checks and U.S. Postal Money Orders may be subject to holds. Other types of Money Orders are considered "Payable Through" the issuer and do not fall under immediate or next-day availability. Please refer to the Longer Delays May Apply section below for the availability rules governing these deposits.

LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you on the same business day of your deposit. Depending on the type of check that you deposit, funds may not be available until the 2nd business day after the day of your deposit. However, the first \$275 of your deposit will be available on the 1st business day after the day of your deposit. For example, if you deposit a local check of \$700 on a Monday, \$275 of the deposit will be available on Tuesday. The remaining \$425 will be available on Wednesday.

If we are not going to make all of the funds from your deposit available on the date of your deposit, 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.

- a) We believe a check you deposit will not be paid.
- b) You deposit checks totaling more than \$6,725 on any one day.
- c) You redeposit a check that has been returned unpaid.

- d) You have overdrawn your account repeatedly in the last six months.
- e) There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 7th 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 cash, electronic direct deposits, wire transfers, and the first \$6,725 of a day's total deposits of cashier's*, certified*, teller's*, traveler's*, federal, state and local government checks, and US Postal Money Orders* will be available on the same day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. *See other exceptions above. The excess over \$6,725 will be available on the 9th business day after the day of your deposit.

If you do not make the deposit in person (other than a U.S. Treasury check) to one of our employees, the first \$6,725 will not be available until the 2nd business day after the day of your deposit.

Funds from all other check deposits will be available no later than the 9th business day after the day of your deposit.

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. We will advise you of the date the funds will be available.

FOREIGN CHECKS

Checks drawn on financial institutions located outside the United States (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposit of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.

DEPOSIT OF ITEMS - RIGHT TO REFUSE DEPOSIT

If you request that we accept a check for a deposit that has already been deposited at a financial institution but returned, we are under no obligation to make the funds from the check immediately available after deposit. If we do, however, you agree to indemnify, defend and hold us harmless from any loss or liability, including special, indirect, incidental and consequential damages, attorney's fees, and expenses, which may arise because of our acceptance of the item. In any event, at our discretion, we may refuse any deposit, limit the amount which 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.

DEPOSITS AT NON-PROPRIETARY AUTOMATED TELLER MACHINES

Funds from any deposits made at ATMs we do not own or operate will not be available until the fifth business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

SUBSTITUTE CHECKS AND YOUR RIGHTS: IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT

The following information only applies to consumer Accounts opened for personal, family or household purposes.

1. What is a Substitute Check?

To make check processing faster, federal law permits credit unions, banks and other financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from DATCU may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your Account. However, you have rights under other law with respect to those transactions.

2. What are my rights regarding substitute checks?

In certain cases, federal 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 DATCU has withdrawn the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing Account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your Account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.

3. How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that was posted to your Account, please contact DATCU at (940) 387-8585 or Toll Free at (866) 387-8585. 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. DATCU 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: the check number, the name of the person to whom you wrote the check and the amount of the check.

ELECTRONIC FUND TRANSFERS (EFT) AGREEMENT AND DISCLOSURES

Telephone Number for Notification of Unauthorized Use, Stop Payment of Preauthorized Transfers, and Error Resolution: (940)387-8585; follow prompt for Debit/Credit Card Services

To Report Lost or Stolen Debit or Credit Card: (940) 387-8585; follow prompt for Debit/Credit Card Services

1. **General.** In this Agreement and Disclosures ("Agreement"), the words "you," "your," and "party" refer to (i) any person to whom a DATCU Debit Card ("Card") is issued, (ii) any person to whom a Personal Identification Number or password (collectively, "PIN") is issued in connection with any such Card or any other electronic fund transfer service such as DATCU Online Banking Services, (iii) any person authorized to use or given access to use to any such Card or PIN(s), and (iv) any Owner or other party on any Credit Union Account which may be accessed by the Card, PIN, or any other electronic fund transfer ("EFT") Service. The words "we," "us," "our," and "Credit Union" mean DATCU. Capitalized terms used in this Agreement but not defined herein shall have the same meaning as in the DATCU Account Agreement. You agree that any use of the Card or a PIN, or any other EFT services by you shall be governed by the terms and conditions set forth in this Agreement, as well as the terms of the DATCU Account Agreement, our policies and procedures, and any other agreements, disclosures, instructions, or FAQs (collectively, "Other Agreements") provided to you in connection with the Electronic Fund Transfer Services ("Services" or "EFT Services"), 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 DATCU Account Agreement and any additional wire transfer terms provided to you. The terms appearing below generally apply to all of our EFT 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 DATCU Account Agreement, unless one of those agreements specifically provides for a different priority. Capitalized terms used herein but not defined herein shall have the same meaning as in the DATCU 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.** 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, a PIN, or the Services 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, you agree that we will be under no obligation to make a withdrawal or transfer if there are insufficient available funds in your Account. 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 DATCU 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, 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 available funds 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. If you have applied and been approved for overdraft protection with us, you agree that your use of the Card, a PIN, or any Service shall be subject to the Overdrafts and Overdraft Protection section of the DATCU 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 Non-Return Privilege (NRP) service and wish to have NRP consideration extended to your one-time Debit Card transactions, you must complete a separate authorization. We will not consider paying one-time Debit Card transactions using the NRP service unless you have separately opted-in. Please contact the Credit Union to receive an opt-in authorization form. *ATM transactions and Business Accounts are NOT eligible for NRP Services.

6. **Stop Payment.** Unless otherwise provided in any agreement, terms, or disclosure you receive when you arrange for a Service, including under Section 7 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 PIN(s) in a place of safekeeping, to refrain from disclosing your PIN(s) to any unauthorized third party, to refrain from writing your PIN on your Card, and to refrain from recording or displaying your PIN in such a manner that they will be accessible by unauthorized 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 a PIN by (i) you, (ii) any other applicant, (iii) any party to any of your Accounts that may be accessed by the Card or a PIN, (iv) anyone you permit or authorize to use your Card or your PIN, and (v) anyone to whom you disclose your PIN or give access to your Card or your 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 Mobile Banking 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 Mobile Banking app 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(s) 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, username, 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 in 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, NON-INFRINGEMENT, 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, without limitation, attorney's fees) arising out of or related to your access to or use of the EFT Services or if you violate this Agreement.
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 Online Banking and Mobile Banking 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. **Suspension or Termination of Services.** The use of Credit Union EFT Services is a privilege of membership and not a right. In the event that Primary Member or other Account 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 Account 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 or other Account party, including without limitation, telephone, computer, mobile access, and Debit Card services, and you agree that we may do so. Any electronic access restrictions we may impose under these circumstances may apply to all of your 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 terminate any one or more EFT 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 any of the terms of this Agreement or a Service from time to time, subject to such notification as may be required by applicable law. Your use of the Services after the effective date of any changes to this Agreement means that you accept the changes. You may terminate this Agreement or a Service at any time by notifying us in writing. You will remain responsible for all transactions you make or authorize both before and after any termination. We are not required to notify any other Account parties of changes made to a Service by an Account party that affects the other Account parties. The Account party making changes is responsible for notifying the other Account parties in such event.
15. **Debit Card Preauthorization Holds.** When you use your Debit Card at certain merchants such as self- service gas filling stations, restaurants, hotels, airlines, and rental car companies, the merchant may request a preauthorization hold from us to cover the final transaction amount. When we preauthorize the transaction, we commit to make the requested funds available when the transaction finally posts and as such, we generally place a temporary hold against funds in the Account linked to your Debit card, based on the amount of the preauthorization request from the merchant. We refer to this temporary hold as a "preauthorization hold," and the amount of the preauthorization hold will be subtracted from your available balance. Until the transaction finally settles or we otherwise remove the hold (for example, we may remove the hold because it exceeds the time permitted, or we determine that it is unlikely to be processed), the funds subject to the hold will not be available to you for other purposes. At some point after you sign for or approve the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it or approved it, depending on the merchant and its processing company. These payment requests are received by us in real time throughout the day and are posted to your Account as they are received.

The preauthorization hold may be in an amount greater than or less than the actual purchase amount and generally may be placed on your Account for up to three (3) business days but note that longer holds may apply. The preauthorization hold may differ from the transaction amount because the actual transaction amount is not yet known to the merchant at the time the authorization request is submitted. This can happen at a restaurant or a gas station, where your debit card is swiped before your actual transaction amount is known, because you may choose to add a tip to a restaurant transaction or because the amount of gas you pump is unknown when your card is swiped. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

Generally, you may not access funds that are subject to a preauthorization hold and those funds are not a part of your available balance. Preauthorization holds may remain on your Account for up to three (3) business days, even after the transaction has been paid, but note that longer holds may apply. In addition, even after a preauthorization hold is released, the transaction may be posted to your Account at any time, and we are required to honor the prior authorization, even if the preauthorization hold has been released. As a result, you must ensure that sufficient funds are available and remain in your Account to pay for your Debit Card transactions. Preauthorization holds affect the availability of funds to pay for checks drawn on your Account and other withdrawal transactions. You acknowledge and agree that we are not liable for any damages you may incur for dishonor of items or other transactions because of one or more preauthorization holds placed on your Account funds.

16. **Confidentiality.** Certain electronic fund transfers services such as the DATCU Online and Mobile Banking Services may allow any user accessing the systems to obtain information about the Primary Member and all of the Primary Member's Credit Union Share Accounts, Credit Card Account and loan accounts, regardless of whether the user is an Owner or is authorized on all Accounts. You acknowledge and agree that any user authorized to use your PIN to access the DATCU Online and Mobile Banking Services, and any additional electronic fund transfer services with PIN access in the future will have full access to the Primary Member's Account, Credit Card and loan information made available through those Services, and we are not responsible for access by such persons.
17. **Additional Terms for Business, Organization and Association Accounts.** If a Card or PIN is issued in connection with a business, organization, or association Account, you acknowledge and agree that any such Card or PIN may be used for business purposes only and may not be used for personal, household, or family purposes. You agree to implement reasonable measures to ensure that your Card and PIN(s) are used for business purposes only. **You agree to indemnify and hold us harmless from any costs or damages which you sustain as a result of our carrying out your instructions. IN ANY EVENT, WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THEM.** As additional security measures for business, organization, and association Accounts, you agree to regularly instruct and require each authorized signer to (a) sign the Card and any renewal or replacement Cards immediately upon receipt, (b) keep the Card and PIN(s) separate, in a place of safekeeping, and in the signer's sole possession, (c) refrain from disclosing the PIN to any unauthorized third party or writing the PIN on the Card, and (d) use the Card for business purposes only, retaining all receipts and promptly verifying them against your Account statement for accuracy. You agree to notify us immediately and promptly return the Card to us when you terminate an authorized signer's rights to use the Card. You acknowledge and represent that these security procedures provide a commercially reasonable degree of protection against unauthorized use of the Card and PIN(s) in view of your business's particular circumstances. We assume no duty to discover any breach of security by you or any authorized signer or any unauthorized disclosure or use of a PIN. Notwithstanding any provision in the Membership and Account Agreement, you agree to review your statements and

receipts promptly and notify us within 15 days from the date of your statement or receipt if you think your statement or receipt relating to an electronic fund transfer transaction is wrong. You must notify us of electronic fund transfer errors or discrepancies within 15 days from the date of your statement or receipt at the address or telephone number appearing below in Section 10 of the Disclosures or your claim will be waived.

You acknowledge and agree that the issuance of a Card and/or a PIN in connection with a business, organization, or association Account affords ready access to the Account by the person or persons authorized by the Account Owner, as well as any other persons who are provided access to the Card or PIN(s) or who otherwise obtain the Card or a PIN whether by way of negligence, theft, collusion, or otherwise. As a result, and except as otherwise expressly provided in this Agreement and Disclosures, you acknowledge and agree that the Account Owner and all persons authorized by the Account Owner to receive a Card or a PIN are jointly and severally liable for their use and that we will not be liable for any loss resulting from the unauthorized use of the Card or a PIN. The Account Owner and all of the Authorized Signers jointly and individually agree to indemnify, defend, release, and hold us harmless from any claims, demands, expenses, losses, damages, costs and expenses, including, without limitation, attorney's fees, arising out of, resulting from, or directly or indirectly related to the issuance or use of any Card or PIN pursuant to this Agreement. You acknowledge and agree that you will not have the benefit of any consumer law limiting your liability with respect to unauthorized use of the Card or a PIN.

18. **Online Statements.** You may choose to receive your statements online through our DATCU Online Banking service. If you elect to receive electronic statements, we will notify you by email when your electronic statement is available and no paper statement will be issued. Electronic statements can be downloaded, saved, and printed for your records.
- You understand and agree that if online statements are selected, you will not receive a paper statement. It is your responsibility to maintain proper equipment/software that will enable you to print and save these statements for your records. You agree that it is your responsibility to examine each online statement of Account and report any irregularities or disputes in the same manner and time frame as you would for a printed statement.

DISCLOSURES

Note 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 Federal Reserve Board Regulation "E." The Act and Regulation do not apply to business, association, or organization Accounts (collectively, "business Account(s)"). If you are a business Account holder, Sections 1 and 10 below do not apply to your business Accounts (except for the Debit Card zero liability rules as set forth in Section 1 below). Please refer to Section 7 in the Agreement section above for business Account liability for unauthorized use of an electronic fund transfer service and Section 9 below for the Credit Union's liability under the Agreement and Disclosures. The remainder of the Disclosures below are provided to business, organization, and association Accountholders for informational purposes only and are not intended to expand the scope or coverage of the Electronic Fund Transfers Act or Regulation "E" to business, organization, or association Accounts.

1. **Member Liability for Unauthorized Use and Advisability 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.** 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 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.

NOTICE: In the interest of your security at ATMs/ITMs. Exercise discretion when using an ATM/ITM. Observe basic safety precautions. Prepare for any transactions prior to approaching the ATM/ITM. Never enter your PIN in any terminal that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Retain your receipts, and do not leave them at the ATM/ITM. Treat your Card as cash and do not lend your Card to anyone. Do not leave your Card or any other documents at the ATM/ITM. Keep your PIN secret and memorize it. Do not give anyone information regarding your Card or PIN over the telephone. When using an ATM/ITM, place your body in a position so that you will prevent others from observing your PIN when entered. At any ATM/ITM, 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/ITM to the best of your ability and count it after you have left the ATM/ITM. If anyone offers assistance while you are operating an ATM/ITM, do not accept it. If you have begun a transaction and notice anything suspicious, consider canceling the transaction and leaving the 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.

2. **Contact in Event of Unauthorized Transfer.** If you believe your Card or your PIN has been lost or stolen, or that someone has transferred, or may transfer money from your Account without your permission (using the information from your check or otherwise you may call our Call Center at (940) 387-8585, Toll Free at (866) 387-8585 or write to:

**DATCU
P.O. BOX 827
DENTON, TX 76202-0827**

Telephoning us as soon as possible is the best way to keep your potential losses down.

3. **Definition of a Business Day.** Our business days and hours are Monday thru Friday, 9:00 a.m. to 5:00 p.m. Central Time. DATCU observes all federal holidays in addition to Good Friday and Christmas Eve.
4. **Available Transactions and Transaction Limitations.** Depending on the Services you have requested, one or more of the following Services may be available to you. Automated Teller Machine (ATM/ITM) transfers and/or cash withdrawal transactions using your Debit Card, Debit Card purchases or cash withdrawal transactions at a point-of-sale terminal, DATCU Online Banking system and Mobile Banking transactions, Direct Deposit of your Payroll or other recurring types of deposits/withdrawals to your designated Savings or Checking Account(s), preauthorized debit and/or credit transactions and electronic check conversion through an Automated Clearing House (ACH). Some of these services may be subject to additional terms, conditions, and disclosures that will be provided to you separately. The services may be unavailable from time to time for system maintenance and for other reasons outside our control such as internet availability.

Debit Card(s) sent by us cannot be used until activated. You may activate your Debit Card(s) by performing a PIN-based transaction at any ATM/ITM machine or POS terminal. You may use your Debit Card and your PIN to withdraw available cash from your designated Checking or Savings Account, to pay for purchases at retailers and at other places that have agreed to accept the Card, to make available balance inquiries on your designated Checking and Savings Accounts, and to make transfers from your designated Savings or Checking to your Loan Accounts to the extent that we allow such transfers. Some transactions may not be available at all terminals or for all Accounts. Please see below for transfer limitations from Savings Accounts.

For security reasons, there are limits on the frequency and dollar amounts of daily withdrawals.

Furthermore, because the Debit Card is not a credit card, if you have a problem with the quality of property or services that you have purchased with your Debit Card, you will have to settle it directly with the merchant. We are not responsible for and do not, directly or indirectly, give any guarantee or warranty with regard to the quality, suitability, fitness for a particular purpose, or any other characteristic of any goods or services purchased through the use of the Card. You agree the Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card.

You may use our DATCU Online Banking system to make Account balance inquiries, to view transaction history, to make withdrawals from your designated Savings, Checking, and Money Market Accounts, to make transfers between your Savings, Checking, and Money Market Accounts, and to make loan payments from your Savings, Checking, and Money Market Accounts to the extent that we allow such transfers. The Online Banking system also permits a user to make bill pay payments from the user's Checking Account to certain third parties. You may use the Mobile Banking Service to make Account balance inquiries, to view transaction history, to make transfers between your Savings, Checking, and Money Market Accounts, and to make loan payments from your Savings, Checking, and Money Market Accounts to the extent we allow such transfers. Your separate contractual arrangement for the Online Banking Services, including the bill payment services, provides for additional terms and conditions. Telephone and data charges incurred in using the DATCU Online Banking Services are the responsibility of the user. Some withdrawal and transfer transactions may not be available with all Services and systems or to or from all Accounts. Please see below for transfer limitations from Savings and Money Market Accounts.

You may arrange for preauthorized debits (withdrawals) from or credits (deposits) to your Savings, Checking, and Money Market Accounts or a transfer of funds from your Savings, Checking, and Money Market Accounts by way of the Automated Clearing House (ACH) system. The dollar amounts are limited only by the member's available balances and available credit limits where applicable. Some transactions may not be available to or from all Accounts. Please see below for transfer limitations from Savings and Money Market Accounts.

Electronic Check Conversion. If you pay for something by check and the merchant or payee permits, you may authorize the merchant or payee to make a one-time electronic payment from your Checking or Money Market Account using information from your check to pay for the purchase or to pay a bill. You may also authorize a merchant or payee to electronically debit your Checking or Money Market 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. This Service may not be available at all terminals. Please see below for automatic overdraft protection transfer limitations from Savings Accounts to pay for your Checking Account transactions.

Transfer Limitations for Savings and Money Market Accounts. Under government regulations that apply to your Savings and Money Market Accounts, you may not make more than six transfers and withdrawals, or a combination of such transfers and withdrawals from these Accounts, per statement period, to another Account of yours at the Credit Union or to a third party by means of a pre-authorized or automatic transfer, telephonic agreement, order, or instruction (including transfers by personal computer or other data transmission), or by way of a check, draft, Debit Card, or a similar payment order made payable to third parties. Withdrawals by mail, messenger, ATM/ITM, or in person, and transfers to make payments on your loans with us are generally not included in this limitation. However, automatic or preauthorized transfers from your Accounts to make payments on loans that your family members or others may have with us are counted against this transaction limitation, as are automatic overdraft protection transfers from a Savings Account. If you exceed the number of transfers permitted, your Account may be closed, we may charge a fee as set forth in the Fee Schedule, or we may restrict your ability to make automatic and preauthorized transfers from the Account. If we close your Money Market Account due to excessive transfer activity, funds on deposit will be transferred to your Savings Account.

5. **Charges to Member for Use.** The Credit Union may charge for some or all of these Services. Charges are deducted from the particular Account on which the transaction is performed. If funds are not available in the Account on which the transaction is performed, charges may be deducted from any other Account on which you are an Owner. All charges are disclosed on the Fee Schedule, which accompanies this Disclosure, or will be stated before service is performed, and are subject to change.
6. **Right to Receive Documentation.** If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, you can call the Credit Union directly at (940) 387-8585 or Toll Free at (866) 387-8585, to find out whether or not deposit has been made. You will receive a monthly statement of your Account activity for each month an Electronic Fund Transfer has occurred. In any case, you will receive an Account statement at least quarterly. In addition, for each ATM/ITM or Point of Sale (POS) transaction of more than \$15, you may choose to receive a descriptive receipt at the time of the transaction.
7. **Preauthorized Payments.**
Stop Payment Rights and Procedures. If you have told us in advance to make regular payments out of your Account you can stop any of these payments. Here is how:

You must call us at: **940-387-8585** or Toll Free 866-387-8585

Or write to: **DATCU**

P.O. Box 827

Denton, TX 76202-0827

in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we will also require you to put your request in writing and get it to us within 14 days after you call. There is a charge for each stop payment order you give which is disclosed on the Fee Schedule accompanying these Disclosures.

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

Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we may be liable for your actual losses or damages proximately caused by our failure. To be valid, a stop payment order must be completely filled in, signed, and accurately describe the payment to be stopped.

8. **Confidentiality.** We will disclose information to third parties about your Account or the transfers you make:
 - a) Where it is necessary for completing transfers, or
 - b) In order to verify the existence and condition of the 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 written permission, or
 - e) In other special situations to provide you emergency cash and/or replacement Card(s).
9. **DATCUs Liability for Failure to Make Transfers or for Improper Transactions or Payments.** 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 actual losses or damages. However, there are some exceptions.
We will **NOT** be liable, for instance:
 - a) If through no fault of our own, you do not have enough money in your Account to complete the transfer or transaction, or if your account is frozen because of an administrative hold, legal process, court order or some other similar reason.

- b) If the Automated Teller Machine or terminal where you are making the transfer does not have enough cash or is not working properly (and you are aware of it at the time you begin the transaction).
- c) If circumstances beyond our control, such as fire or flood, prevent the transfer despite reasonable precautions that we have taken.
- d) If the failure to properly complete the transaction is caused by erroneous information supplied by you or your agent.
- e) If you have closed the Account from which you have preauthorized the electronic fund transfer.
- f) If any other exceptions arise as stated in our agreement with you.

10. **In Case of Errors or Questions.** In case of errors or questions about your consumer Electronic Fund Transfers, tell us

By calling: 940/387-8585 or 866/387-8585

Or write to: DATCU

P.O. Box 827

Denton, TX 76202-0827

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 sixty (60) days after we sent the **FIRST** statement on which the problem or error appeared. We will need the following information from you:

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

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

We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (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 Debit Card point-of-sale (non-ATM/ITM) transactions, we will provisionally credit your Account within five (5) business days for the amount you think is in error unless we determine that the circumstances or your Account history warrants a delay of up to ten (10) business days. If we ask you to put your complaint or question in writing and we do not receive it within ten (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 determine that there was no error, we will send you a written explanation including the date and amount we will debit your Account. You may ask for copies of the documents that we used in our investigation.

- 11. **ATM/Debit Card International Transactions.** If you effect an international transaction with your Debit Card, VISA will convert the charge into a U.S. dollar amount. Currently, the currency conversion rate used by VISA to determine the transaction amount in U.S. dollars for such transactions is generally either a government-mandated exchange rate or a wholesale exchange rate selected by VISA for the applicable currency on the day the transaction is processed, which rate may differ from the applicable rate on the date the transaction occurred or when the transaction is posted to your Account. We will charge a Foreign Transaction Fee of up to 1% of the transaction amount on all international purchase, cash disbursement, and Account credit transactions, even if the transaction is conducted in U.S. dollars.
- 12. **Illegal Transactions.** You agree that you will not cause or allow your Card or PIN to be used in any manner or for any transaction that we believe poses an undue risk of illegality, and we may refuse to authorize any such use or transaction. If you use your Card or PIN for a transaction that is determined to be illegal, you will be liable for the transaction. You also waive any right to take legal action against the Credit Union for your illegal use of your Card or PIN, and you agree to indemnify and hold harmless the Credit Union and VISA from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.
- 13. **Linking Account or Access Device to a Third-Party Application (App) or Payment Service.** You agree that if you link any of your accounts or access device(s) to a third-party app or payment service (including but not limited to Cash App, PayPal, or Venmo) you understand and agree that these are NOT Credit Union services; and any transaction(s) you make will be subject to your agreement with the application or service provider. You further understand that these apps and services may not provide the same protections from fraud or other misapplication of funds as traditional direct banking services. If we transfer any funds as directed by you or anyone you authorize to the app or third-party service provider such transfer(s) shall in all respects be an authorized transaction and we will have no further obligation or liability if the app or provider then transfers the funds to a fraudster or the funds are otherwise misapplied.

**DATCU TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES, AND NON-RETURN PRIVILEGE POLICY FOR CONSUMER AND BUSINESS SHARE (SAVINGS),
CHECKING, MONEY MARKET ACCOUNTS, BUSINESS ACCOUNTS,
AND ORGANIZATION/ASSOCIATION ACCOUNTS**

These Account Disclosures set forth certain terms, rates and fees applicable to your Share (Savings), Checking and Money Market Accounts at DATCU, and are incorporated as part of your Account Agreement with us.

TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES

Rate Information. The dividend rate and Annual Percentage Yield (APY) on your Credit Union Share (Savings) Accounts, Checking Accounts, IRA Share (Savings) Accounts, and Money Market Accounts may change every dividend period as determined by the Credit Union's Board of Directors. The dividend rate and APY are disclosed on our Truth in Savings Fee and Rate Disclosure. The dividend rate and APY disclosed on the Truth in Savings Fee and Rate Disclosure for Share (Savings) Accounts, Checking Accounts and IRA Share (Savings) Accounts reflect the prospective dividend rates and APY that we anticipate paying for the current dividend period. The dividend rate and APY disclosed on the Truth in Savings Fee and Rate Disclosure for all other Accounts reflect the dividend rate and APY as of the last dividend declaration date. The dividend rate and APY on Share Certificates are those that were offered within the most recent [number here] calendar days.

Fees and Charges. The fees and charges that may be assessed against your Accounts are disclosed on our Truth in Savings Fee and Rate Disclosure.

Account Information. Accounts are non-transferable and non-assignable. Funds in your Accounts may not be pledged to secure any obligation of an Owner, except for obligations owed to the Credit Union.

Compounding and Crediting.

- a) Share (Savings) Accounts, Small Business Share (Savings) Accounts, and IRA Share (Savings) Accounts. Dividends on these Share (Savings) Accounts will be compounded quarterly and credited quarterly. The dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1st, and the ending date of such dividend period is March 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of a dividend period, and for the example is March 31st.
- b) Checking Accounts. Interest on applicable Checking Accounts will be compounded monthly and credited monthly.
- c) Money Market Accounts. Dividends on your Money Market Accounts will be compounded monthly and credited monthly. The dividend period is monthly, for example, the beginning date of the first dividend period is January 1st and the ending date of such dividend is January 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of a dividend period, and for the example, is January 31st.

Effect of Closing. If you close your account before dividends are paid, you will not receive the accrued dividends.

Balance Computation Method. Dividends are calculated by the average daily balance method, which applies a periodic rate to the average daily balance in the Account for the period. The average daily balance is calculated by adding the balance in the Account for each day of the period and dividing that figure by the number of days in the period.

Minimum Balance Requirements.

- a) Regular Share (Savings) Accounts and Other Share (Savings) Accounts. The minimum balance required to open this Account is \$5.00. You must maintain a minimum average daily balance of \$100.00 in your Account to obtain the disclosed Annual Percentage Yield (APY).
- b) Health Savings Accounts. The minimum balance required to open this Account is \$5.00. There is no minimum balance to maintain or monthly service charge for this Account. No dividend is earned for Health Savings Accounts.
- c) Checking Accounts. Some checking accounts may require minimum deposit/loan balance to avoid fees. Refer to the Truth in Savings Fee and Rate Disclosure for more information
- d) Money Market Accounts. The minimum balance required to open this Account is \$2,500.00. You must maintain a minimum daily balance of \$2,500.00 to avoid a service charge. If during any month, your Account balance falls below the required minimum, your Account will be subject to a monthly service charge (See our Truth in Savings Fee and Rate Disclosure). You must maintain a minimum average daily balance of \$2,500.00 to obtain the disclosed APY.
- e) Small Business/Organization Accounts. The minimum balance required to open a Business/ Organization Savings Account is \$5.00. You must maintain a minimum average daily balance of \$100.00 to obtain the disclosed APY. Business Savings Accounts may incur a monthly fee as stated in our Truth in Savings Fee and Rate Disclosure. The minimum balance required to open a Business/Organization Checking Account is \$5.00. Dividends are not earned on Business/Organization Checking Accounts. You will be allowed up to two hundred (200) transaction items, in the aggregate, to transact on your Business/Organization Savings or Checking Accounts per month without a charge. A per item fee will be charged for each additional transaction item over two hundred (200) at month end (See our Truth in Savings Fee and Rate Disclosure). Transaction items include withdrawals, checks, or items deposited to your Business/Organization Savings and / or Checking Account.

Accrual of Dividends. Dividends will begin to accrue on the business day you deposit cash and non-cash items (such as checks) to your Account.

Transaction Limitations.

- a) For your Share (Savings) Accounts: The Credit Union reserves the right to require up to sixty (60) days' notice prior to withdrawal or transfer of funds. During any month, you may make no more than six (6) withdrawals or transfers to another Credit Union Account of yours or to a third party by means of a pre-authorized, automatic, computer transfer or telephonic order or instruction, or by check, draft, debit card, or similar order made by you and payable to a third party. There is no limit on the number of transactions you make in the following manner: (1) transfers to any loan account of yours with us, (2) transfers to another account of yours with us or withdrawals when such transfer or withdrawal is

initiated in person, by mail, or at an ATM/ITM. If you exceed the transfer limitations set forth above, your Account may be subject to a charge or closure by the Credit Union.

- b) Your IRA Share (Savings) Account is subject to certain penalties for early withdrawals imposed by the Internal Revenue Service. Please refer to your IRA Agreement. The terms of your IRA Agreement will control over the terms of this Agreement in the event of any conflict.
- c) Your Health Savings Account (HSA) is subject to the maximum annual HSA contribution limits established by the Internal Revenue Service. Please refer to your HSA Agreement. The terms of your HSA Agreement will control over the terms of this Agreement in the event of any conflict.
- d) For your Money Market Account, you may make no more than six (6) withdrawals or transfers monthly (including, but not limited to, withdrawals made by Automated Clearing House (ACH), telephone, Internet, wire, check, draft or similar (order). Overdraft protection is not offered or allowed on your Money Market Account. If a transfer request would exceed the transfer limitations set forth above in any statement period, we may refuse or reverse the transfer, and suspend or close your Account, and we may impose a charge (See our Truth in Savings Fee and Rate Disclosure). If you continue to exceed any transfer limits on your Account after the Credit Union has notified you of such transfer violation, your Account will be subject to closure, and in the event of closure, funds on deposit will be transferred to your regular Share Savings (01) Account.

Certificates of Deposit -Additional Disclosures.

- a) Transaction Limitations. After your Account is opened, you may not make deposits into the Account until the maturity date stated on the Certificate. Your Account is non-transferable and non-negotiable except for use as collateral on a loan obtained from us. Funds in your IRA Certificate Account may not be pledged to secure any obligation.
- b) Withdrawal of Dividends Prior To Maturity. All requests for early withdrawal must be in writing. You may withdraw dividends that have been credited to your Certificate of Deposit or Certificate of Deposit IRA Account prior to maturity; provided, however, you must maintain the minimum balance set forth in the Truth in Savings Fee and Rate Disclosure throughout the term of your Certificate of Deposit Account. The APY is based on an assumption that dividends will remain in the Account until maturity. A withdrawal will reduce earnings. IRS penalties may apply to early withdrawal of dividends from an IRA Account.
- c) Penalties for Early Withdrawal of Principal. We may impose a penalty if you withdraw any of the principal in your Account before the maturity date. The penalty will equal one hundred eighty (180) days dividends for Certificates with a term of twelve (12) months, twenty-four (24) months, thirty (30) months or thirty-six (36) months. The penalty will equal three hundred sixty-five (365) days dividends for Certificates with a term of forty-eight (48) months or sixty (60) months. The penalty will be imposed regardless of whether dividends equal to the amount of the penalty have been earned at the time of withdrawal. To the extent that dividends in the Account at the time of withdrawal are insufficient to pay the entire penalty assessed, the penalty will be assessed against principal. If the principal balance of your Account is reduced below the minimum balance requirement set forth on your Truth in Savings Fee and Rate Disclosure following a withdrawal and the assessment of penalties, your Certificate will be redeemed. At our option, we may pay the Account before maturity without imposing an early withdrawal penalty under the following circumstances:
 - (i) When an Account owner dies or is determined to be legally incompetent by a court or other administrative body of competent jurisdiction.
 - (ii) Where the Account is maintained in an IRA and any portion is paid within seven (7) days after establishment; or
 - (iii) Where the Account is maintained in an IRA and the individual for whose benefit the Account is maintained attains age 72 and is making a required minimum distribution from IRA Accounts with us.
- d) Renewal Policies. Your Account will automatically renew at maturity. You will receive a Maturity Notice thirty (30) days in advance and you will have a grace period of ten (10) calendar days after the maturity date to withdraw the funds in the Account without being charged an early withdrawal penalty. We reserve the right to decline a Certificate renewal.

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

Par Value of Shares. You must complete payment and maintain at least one regular share on deposit in order to maintain your Credit Union membership and qualify for Credit Union services. The par value of a regular share in DATCU is \$5.00.

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

Statement Frequency. Savings Account Statements are provided at least quarterly. Checking Account Statements are provided monthly if activity is occurring on the account.

NON-RETURN PRIVILEGE POLICY (NRP)

NOTICE: The following is DATCU's Non-Return Privilege (NRP) Policy. The Non-Return Privilege service is provided pursuant to this policy and is not a part of your contractual arrangement with us.

DATCU recognizes that members may inadvertently write a check or perform other Checking Account transactions when their Checking Account does not contain a sufficient available balance to pay transactions presented. The "available balance" is that part of your Account balance that is not subject to a hold and is available to pay your transactions. Please refer to the Overdrafts and Overdraft Protection section of the Account Agreement for more information about the available balance of an Account and how it can affect overdrafts. To cover payment of transactions when your Checking Account does not have a sufficient available balance, our Automatic Overdraft Protection service will automatically transfer funds from other deposit Accounts of yours to your Checking Account. You may also apply for a line of credit to cover overdrafts. To use the Automatic Overdraft Protection service, you must elect the service on your signature card or other enrollment form and specify your Automatic Overdraft Protection Account sources. Please refer to the DATCU Truth in Savings Fee and Rate Disclosures for details regarding fees for this service. To enroll in this service and/or apply for an overdraft line of credit, please contact us.

For those occasions when Automatic Overdraft Protection is not available from a deposit or a line-of-credit account, we also offer our Non-Return Privilege (NRP) service. This is a non-contractual, discretionary service whereby DATCU may choose to pay inadvertent overdrafts of qualified members caused by in-person transactions, ATM/ITM transactions, debit card transactions, preauthorized transfers (ACH), and transfers by other electronic means when no other form of overdraft protection is available. To qualify, you must (i) have a share that is eligible for this service (ii) be at least 18 years of age (iii) make regular deposits with us at least once a month, (iv) resolve any negative Account balances or other amounts owing to us within 30 days of the event giving rise to the obligation, unless we have agreed otherwise in writing, and (v) have no legal orders outstanding. While enrollment in this service is automatic for all transaction types except for one-time Debit Card transactions and ATM withdrawals, the service may not be made available to you until we have verified that you qualify. In addition, we reserve the right to limit the number of Checking Accounts approved for NRP to one per household. Our payment of overdrafts using this service is limited at any one time to a maximum of \$1,000 (dependent on Account history) for qualified Checking Accounts, including overdraft fees. The amount of the NRP Privilege approved for your eligible Checking Account may vary and can change daily based on certain factors such as the age of Account, deposit activity and history, and overdraft activity and history, including repayment history. This service is not available for Business Accounts or Money Market Accounts. To receive this service for your one-time Debit Card transactions or ATM withdrawals, you must affirmatively opt-in. Please see the Important Information section immediately below for more information about the Non-Return Privilege service for one-time Debit Card transactions and ATM withdrawals.

The NRP service is not a contractual obligation of the Credit Union, is not a line of credit, and there is never any guarantee of payment. We retain the sole discretion to refuse to pay any overdraft with this service at any time for any reason. You should not rely on this service as a means to pay ordinary and routine expenses.

If at any time you feel you need help with your financial obligations, please contact us at (940) 387-8585 or (866) 387-8585.

There is an NRP fee each time we choose to pay a transaction using the NRP service (See our Truth in Savings Fee and Rate Disclosure). You should be aware that we normally process transactions in the order in which they are received and not necessarily in the order they were transacted. We may also elect to process payment orders and withdrawals in any order we choose. These practices can affect the number of NRP fees you may incur each day. Refer to the Overdrafts and Overdraft Protection section of the Account Agreement for more information about payment order of transactions. Please remember that we are never under any obligation to pay any overdraft using the NRP service, and you should not expect that we will pay an overdraft at any time or give you notice that we will not or have not paid an overdraft, even if we have paid overdrafts for you in the past.

Our NRP service can help protect your good name in your community. Joint Account Owners are jointly and severally responsible for amounts advanced under this service. You may repay an overdrawn Account by depositing funds or obtaining an approved loan with us. If you do not repay advanced funds within 30 days of the advance, we may terminate or suspend your access to the NRP service, refer the matter to collection, and exercise other rights as provided by law. We may also report your payment status to consumer reporting agencies such as ChexSystems. We reserve the right to terminate or suspend your access to the NRP service at any time and for any reason without advance notice to you. We also reserve the right to add to, change, or delete the terms of this policy or to discontinue the NRP service at any time in our sole discretion.

If you have any questions or would prefer not to participate in the NRP service, you may opt out. To opt out, please contact us at 940-387-8585 or visit your nearest branch location.

Important Information Concerning the Payment of ATM/ITM and One-time Debit Card Transactions Under the Non-Return Privilege Policy

What You Need to Know about Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough available funds in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

- a) We have standard overdraft practices that come with your account.
- b) We also offer overdraft protection plans, such as a link to a savings account, which may be less expensive than our standard overdraft practices.

To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

What are the standard overdraft practices that come with my account?

We do authorize and pay overdrafts for the following types of transactions:

Checks and other transactions made using your checking account number
Automatic bill payments

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

ATM/ITM transactions
Everyday debit card transactions

We pay overdrafts based on the available balance in your account, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

What fees will I be charged if DATCU pays my overdraft?

Under our standard overdraft practices:

We may charge you a fee each time we pay an overdraft as disclosed in our Truth in Savings Fee and Rate Disclosure.

There is no limit on the total fees we can charge you for overdrawing your account.

What if I want DATCU to authorize and pay overdrafts on my everyday debit card transactions?

If you also want us to authorize and pay overdrafts on everyday debit card transactions, call 940-387-8585, visit www.datcu.org, or complete an opt-in form at one of our branches.

DATCU LOCATIONS

Main Mailing Address:

Send all correspondence to address below:
P.O. Box 827
Denton, TX 76202-0827

ADMINISTRATION BUILDING – NO SERVICES

5940 South I-35E
Corinth, TX 76210

ARGYLE

8131 Gateway Dr. Suite 200
Argyle, TX 76226

AUBREY

919 HWY 377 South
Aubrey, TX 76227

CORINTH

3005 FM 2181
Corinth, TX 76210

DECATUR

600 West Ford Street
Decatur, TX 76234

EAST DENTON

3620 Duchess Drive
Denton, TX 76209

FLOWER MOUND

2935 Long Prairie Road
Flower Mound, TX 75022

GAINESVILLE

834 US-82 Suite 104
Gainesville, TX 76240

HIGHLAND VILLAGE

1900 Briarhill Blvd
Highland Village, TX 75077

LEWISVILLE

1080 Civic Cir
Lewisville, TX 75067

NORTH DENTON

3000 E. Sherman Dr.
Denton, TX 76208

SANGER

618 North 10th St.
Sanger, TX 76266

SOUTH DENTON

3210 Teasley Lane
Denton, TX 76210

THE COLONY

4190 Main St.
The Colony, TX 75056

UNT

1155 Union Circle Suite 222
Denton, TX 76203 *Monday – Friday Only*

WEST DENTON

2216 Emery St
Denton, TX 76201



LOBBY AND DRIVE-THRU HOURS FOR LOCATIONS ABOVE CAN BE FOUND AT:
WWW.DATCU.ORG/MORE/LOCATIONS

CONTACT CENTER
Toll Free (866) 387-8585
(940)387-8585

LIVE OPERATOR: Monday – Friday 9am – 5pm Saturday 9am – 12pm
VIRTUAL ASSISTANT DATCU DANNY – 24/7

