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MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of Cooperative Teachers Credit Union (Credit Union). In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, Member Services Request, or any other account opening document (Account Card), or for whom membership and/or service requests are approved through the Credit Union's online application and authentication process. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

Your account type(s) and ownership features are designated by you on your Account Card or through the Credit Union's online application and authentication process. By signing an Account Card or authenticating your request, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, or Account Receipt accompanying this Agreement, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments, including additions, deletions, or other changes, made to these documents from time to time that collectively govern your membership, accounts and services.

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, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

- 1. **MEMBERSHIP ELIGIBILITY** To join the Credit Union, you must meet the membership requirements, which may include the purchase and maintenance of the minimum required share(s) (hereinafter membership share), paying a membership fee, or other requirement(s) as set forth in the Credit Union's bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit and consumer reporting agencies, to verify your eligibility for the accounts, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.
- 2. SINGLE PARTY ACCOUNTS A single party account is payable to one party, the owner, who has qualified for credit union membership. If the owner dies, the account is payable to the Payable on Death (POD) beneficiary(ies), if so named, or as a part of the owner's estate under his or her will or by the applicable laws of intestacy. Payment of the account is subject to other provisions of this Agreement protecting the Credit Union for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, any security interest or pledge granted by the account owner, and our statutory lien rights.
- 3. JOINT MULTIPLE PARTY ACCOUNTS A joint multiple party account is an account payable to any one of two or more parties, the owners. During their lifetimes, the owners of a joint multiple party account own the account in proportion to their net contributions to the account. The owners of a joint multiple party account are presumed to own the account in equal undivided interests, unless there is satisfactory proof of the parties' net contributions to the account. The owners' net contributions to a joint multiple party account are calculated in accordance to Sec. 125.104(b) of the Texas Finance Code and Sec. 113.003 of the Texas Estates Code, as amended from time to time.
 - a. Rights of Survivorship. For joint multiple party accounts with rights of survivorship, on the death of one party, all sums in the account on the date of the death vest in and belong to the surviving party(ies) as his or her separate property and estate. This means that when one owner dies, ownership of the account passes to the surviving owner(s). If there are two or more surviving owners, their respective ownerships during lifetime shall be in proportion to their previous net contributions to the account, increased for each survivor by an equal share of any interest the decedent may have owned in the account immediately before his or her death. The rights of survivorship in the account continue until only one owner survives. Payment of the account is subject to other provisions of this Agreement protecting the Credit Union for honoring transfer and withdrawal requests of an owner or by an owner's agent prior to notice of an owner's death, and to our statutory lien for the owner's obligations, and to any security interest or pledge granted by the owner.
 - b. Control of Joint Multiple Party Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature or authenticated request of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. A member, by our designated account card, may change any joint owner designated on the account or remove any such joint owner, change the form of the account, or stop or vary payment under the terms of the account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.
 - c. Joint Multiple Party Account Owner Liability. If an item deposited in a joint multiple party account is returned unpaid, a joint multiple party account is overdrawn, or we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for any returned item, overdraft, or unpaid amount and for any related fees and charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in the joint multiple account, regardless of who contributed the funds.
- 4. POD ACCOUNT A POD account is a single or joint multiple party account that is payable on request to the owner(s) during his, her, or their lifetimes and, upon the death of all owners, is payable to the surviving named POD beneficiary(ies). Unless state law provides for different ownership or as permitted and documented by us, the beneficiaries will own the funds jointly in equal shares without rights of survivorship when there is more than one surviving beneficiary. Any POD designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary of the existence of any account nor the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

- 5. ACCOUNTS FOR MINORS If an account is established for a minor as a joint multiple party account with an owner who has reached the age of majority in accordance with state law, they are jointly and severally liable to us for any returned item, overdraft, or unpaid amount on such account and for any related fees and charges. We may pay funds directly to the minor regardless of their age. Unless a parent or guardian is an account owner, the parent or guardian will not have any access to the account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. We will change the account status when the minor reaches the age of 13 without further authorization.
- 6. **DEPOSIT OF FUNDS REQUIREMENTS -** Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.
 - a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service.
 - b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.
 - c. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.
 - **d.** Final Payment. All checks, drafts, automated clearing house (ACH) transfers or other items credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a returned item fee on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or fund transfer.
 - e. Direct Deposits. We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by completing a separate authorization document or process. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.
 - f. Crediting of Deposits. Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

7. ACCOUNT ACCESS

- **a.** Authorized Signature. Your signature on the Account Card, or authentication and approval of your account, authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account information, even if you do not authorize a particular transaction.
- **b.** Access Options. You may access your account(s) in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access or mobile application. We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any losses, expenses or fees we incur as a result of handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.
- c. Credit Union Examination. We may disregard any information on any check or draft other than the signature of the drawer, the amount of the item, and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.
- 8. FUNDS TRANSFERS Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code (UCC), such as wire transfers, will be subject to such provisions of the UCC as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to Nacha Operating Rules. We may execute certain requests for funds transfers by Fedwire which are subject to the Federal Reserve Board's Regulation J.
 - a. Authorization for Transfers/Debiting of Accounts. You may make or order funds transfers to or from your account. We will debit your account for the amount of a funds transfer from your account and will charge your account for any fees related to the transfer.
 - b. Right to Refuse to Make Transfers/Limitation of Liability. Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available balance in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with funds transfers to or from your account.
 - c. No Notice Required. We will not provide you with notice when funds transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

- d. Interest Payments. If we fail to properly execute a payment order and such action results in a delay in payment to you, we will pay you dividends or interest, whichever applies to your account, for the period of delay as required by applicable law. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.
- e. Provisional Credit for ACH Transactions. We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.
- f. Payment Order Processing and Cut-off Times. Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law. This action may affect settlement or availability of the transaction.
- g. Identifying Information. If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.
- h. Amendments and Cancellations of Payment Orders. Any account owner may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.
- i. Security Procedures. We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.
- j. Duty to Report Unauthorized or Erroneous Funds Transfers. You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.
- **k.** Recording Telephone Requests. You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.
- I. Remittance Transfers. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. If we act as a remittance transfer provider and conduct a remittance transfer(s) on your behalf, the transaction(s) will be governed by 12 C.F.R. part 1005, subpart B Requirements for remittance transfers. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.
- 9. REAL-TIME PAYMENTS You may send and receive certain payments or payment-related messages through a real-time payments system, such as The Clearing House's Real-Time Payment (RTP®) network or the Federal Reserve's FedNow® Service. Real-time payments, or instant payments, allow you to have immediate availability of these funds twenty-four (24) hours a day, seven (7) days a week, and fifty-two (52) weeks a year. These payments may be subject to transaction limits and settlement is final and irrevocable. Real-time payments are intended for domestic payments only. Payments sent or received by a person outside of the United States are prohibited. Transfers using a real-time payments system are subject to the applicable operating or governing rules of the real-time payments system used, as well as Article 4A of the UCC as adopted by the state in which we are located, the Electronic Fund Transfer Act (Regulation E), and the rules of OFAC.
- 10. ACCOUNT RATES AND FEES We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

11. TRANSACTION LIMITATIONS

a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals, and make transfers from the available balance in your account. The availability of funds in your account may be delayed or reduced as described in this Agreement, the Funds Availability Policy Disclosure, the Electronic Fund Transfers Agreement and Disclosure, the Mobile Deposit Services Agreement, or for other reasons such as legal holds. We may also pay checks or drafts, permit withdrawals, and make transfers when you have an insufficient available balance in your account if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if, for example: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a credit union loan on time; or (6) we deem it necessary for any other reason allowed by applicable law. We may require you to give written notice of 7 to 60 days before any intended withdrawals.

- b. Transfer Limitations. We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.
- 12. CERTIFICATE ACCOUNTS Any term share, share certificate, time deposit or certificate of deposit account (certificate account), whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, the Account Receipt for each account, and any other documents we provide for the account, the terms of which are incorporated herein by reference.

13. OVERDRAFTS

a. What is an Overdraft. An overdraft occurs when a check, Automated Clearing House (ACH) electronic debit, ATM or debit card, or other payment or transaction you have initiated is presented to the Credit Union for settlement, but sufficient funds are not available in your checking account to pay the transaction. In such a case, the payment would normally be denied for insufficient funds and returned to the payee, and you may be charged a Non-Sufficient Funds (NSF) fee. We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may

be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item. If you have an Overdraft Protection service, however, the transaction can be paid using available funds from another share account of yours or, if you qualify, with our discretionary Courtesy Pay service. You may incur fees as set forth in our Fee Schedule for using the 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 our automatic Overdraft Protection Transfer service. This service will transfer available funds from your designated share account to pay a transaction when your checking account has an insufficient available account balance. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We will charge an Overdraft Protection fee as set forth in the Fee Schedule for this service. This fee is less than the fee for our Courtesy Pay service described below. To use this service, you must elect the service on the Share Draft Account Application.

The second level of Overdraft Protection is our Standard Courtesy Pay service. This service is automatically extended to eligible members when they qualify and applies to most kinds of payments, but not ATM and one-time debit card transactions. This service is provided pursuant to our Discretionary Courtesy Pay Policy as a non-contractual courtesy. It is not a line of credit and it is not guaranteed. However, in the event you write a check or initiate an ACH, online bill payment, or recurring debit card transaction and sufficient funds are not available in your checking account to pay the transaction, and if there are no other sources of Overdraft Protection available, we will strive to pay your reasonable overdrafts using this service, subject to your Courtesy Pay limit and provided that you maintain your account in good standing and continue to meet the eligibility requirements for this service.

The third level of Overdraft Protection is our Enhanced Courtesy Pay service, and it extends the Standard Courtesy Pay service to your ATM and everyday (one-time) debit card transactions. To use this service, you must affirmatively opt-in to Enhanced Courtesy Pay for ATM and everyday debit card transactions by completing our opt-in form. For both levels of the Courtesy Pay service, we do not have to notify you if your account does not have sufficient available funds in order to pay an item, and we will charge an Overdraft Privilege (Courtesy Pay) fee as set forth in the Fee Schedule when a transaction is paid using the service. Alternatively, if we choose not to pay the transaction, the item will be returned to the payee and your account will be subject to an NSF fee as set forth in the Fee Schedule. If you no longer want to use an Overdraft Protection service, you may opt-out of any level at any time by contacting us. Please refer to our Discretionary Courtesy Pay Policy for eligibility requirements and additional information about the Courtesy Pay service.

c. Actual and Available Balances. In order to effectively manage your checking account and avoid overdraft fees, it is important to understand that your checking account has two kinds of balances: the "actual balance" and the "available balance." The actual balance may be greater than the available balance, and funds used to pay 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, on our audio response system, at most ATMs with your ATM or debit card, by phone, or at a branch office of ours. You must be enrolled in our electronic fund transfer services in order to access your accounts through those services.

The actual balance of your account is the actual amount of money that is in your account at any given time. The actual balance reflects transactions that have been posted to your account. It does not reflect pending transactions. For example, if you have \$50.00 in your account and you write a check for \$40.00, then your actual balance remains at \$50.00 until the check is posted to the account. The actual balance does not reflect the \$40.00 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 is that part of the actual balance that is available to pay your transactions without incurring Overdraft Protection Transfer or Courtesy Pay fees. The available balance takes into account holds placed on account funds such as check deposit holds under our Funds Availability Policy, preauthorization holds for debit card transactions, and legal holds. For example, if you have \$50.00 in your account and you use your debit card at a restaurant for \$20.00, then the restaurant may ask us to preauthorize the payment. When that happens, we will place a hold on your account for \$20.00 and your available balance will be \$30.00, even though your actual balance will remain at \$50.00 until the transaction is posted 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 Disclosure 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 a preauthorization hold but does not submit a one-time debit card transaction for payment within five business days of the preauthorization, we must release the hold. When we release the hold, 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 account when the transactions are presented to us. Failure to do so may cause you to incur fees.

- d. Payment Order of Transactions. The order in which we process checks and other withdrawal orders ("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 process items in any order we choose in keeping with applicable law, including posting all debit card transactions during any day before posting any other checks, withdrawal orders, or other electronic fund transfers presented or made, our general policy is to pay items as we receive them. We typically receive items to be processed against your accounts multiple times per day in what are referred to as presentment files. Each presentment file usually contains a large amount of items of the same type (for example, checks, ACH, or ATM/debit card (POS) transactions) to be processed against your account. In those cases where multiple items of the same type are received at the same time, the items will generally be processed as follows: checks are posted in sequential order by check number; ACH credits are posted as presented in the order received; and ACH debits are posted as presented in the order received on the effective date of the transaction. If an ACH item and a check are received at the same time we will typically post the ACH transaction first. ATM/debit card transactions are posted throughout the day as received. Transactions performed in person, such as withdrawals or checks cashed at our branch offices, are generally processed when they are performed. Our payment policy may cause some of your larger items to be paid first (such as your rent or mortgage payment). This payment order may increase the amount of overdraft and other fees you have to pay if sufficient funds are not available to pay all of your items, but it will ensure that your significant payments are given more priority.
- e. General. You agree to maintain sufficient available funds in your accounts at all times to pay any withdrawal order (whether oral, written, or otherwise) or item presented for payment against the applicable account. We are under no obligation to pay any order or item (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, including the Federal Reserve Board's 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 that would result in an account becoming overdrawn, and if you have established an automatic Overdraft Protection service with us, such check or action taken shall be deemed to be a request by you to us to transfer available funds from your designated account (subject to transaction limitations) in increments that we deem sufficient or have specified in the Fee Schedule to pay such check or otherwise remedy the overdraft, together with any fee we may impose. We will use our best efforts to transfer funds from your designated account to your checking account, in the manner in which you have directed. A fee will be charged for Overdraft Protection Transfers as set forth in the Fee Schedule. If sufficient funds are not available, then any such item presented may be returned to the payee due to insufficient funds and an NSF fee will be charged or we may consider paying the Item under our Discretionary Courtesy Pay Policy, subject to your eligibility and the Courtesy Pay Fee. In some cases, such as a preauthorized debit card transaction we have committed to pay at the time of purchase, we may be required to pay the transaction against insufficient available funds at the time of presentment, even if you are not eligible for or have not opted into the Enhanced Courtesy Pay service for everyday debit card transactions, but in such a case we will not charge a Courtesy Pay Fee unless permitted by law. Each party to any of your accounts will be jointly and severally liable for overdrafts caused by any other party to the account. In the event the Credit Union reasonably believes that the use of your account(s) is abusive due to excessive checks or other transactions presented on insufficient funds, excessive activity, or otherwise, we may limit or terminate certain services or your account may be closed.

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

15. STOP PAYMENT ORDERS

- a. Stop Payment Order Request. Any owner may request a stop payment order on a check or draft drawn on the owner's account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.
- **b. Duration of Order.** A written stop payment order is effective for six months and may be renewed for additional six-month periods by submitting a renewal request in writing, or in a record if allowed by applicable law, before the stop payment order then in effect expires. We do not have to notify you when a stop payment order expires.
- c. Liability. Although payment of a check or draft may be stopped, you may remain liable to any holder of the check or draft, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of a check or draft contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay a check or draft, as well as claims of any joint account owner or of any payee or endorsee for failing to stop payment of a check or draft as a result of incorrect information provided by you.
- d. Items Subject to Other Rules. For cashier's checks, teller's checks, or certified checks that have been lost, destroyed, or stolen, refer to provisions elsewhere in this Agreement which describe the claims process for recovering the amount of such a check. For preauthorized debit transactions, which are governed by Regulation E, refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on such transactions.
- 16. LOST, DESTROYED, OR STOLEN CASHIER'S CHECKS, TELLER'S CHECKS, OR CERTIFIED CHECKS Generally, you cannot place a stop payment on a cashier's check, teller's check, or certified check that has been lost, destroyed, or stolen because the law treats these types of checks differently than ordinary checks. However, you may be able to assert a claim for the amount of the check. Article 3 of the UCC as adopted by the state in which we are located controls your and our rights and obligations with respect to these types of checks. Please contact us regarding the specific procedures for submitting a claim for a lost, destroyed, or stolen cashier's check, teller's check, or certified check.
- 17. CREDIT UNION LIABILITY If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.
- 18. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check or draft cashing fees are stated in the Schedule of Fees and Charges.
- 19. REMOTELY CREATED CHECKS OR DRAFTS For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third-party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through online communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.
- 20. PLEDGE, RIGHT OF OFFSET AND STATUTORY LIEN Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against the

obligation owed to us. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

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

- 21. LEGAL PROCESS If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.
- 22. ACCOUNT INFORMATION Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

23. NOTICES

- a. Name or Address Changes. You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.
- **b. Notice of Amendments.** Except as prohibited by applicable law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.
- c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you. Notice to any account owner is considered notice to all account owners.
- **d. Electronic Notices.** If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.
- 24. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time, we may suspend opening your account or close your account and return the balance to you, less any applicable service fees.

25. STATEMENTS

- a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement that shows the transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for joint multiple party accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.
- **b. Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement within 33 days of the date we sent or otherwise provided the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.

Unauthorized electronic fund transfers governed by Regulation E are subject to different reporting periods. Please refer to the Electronic Fund Transfers Agreement and Disclosure for reporting requirements pertaining to electronic fund transfers.

- c. Notice to Credit Union. You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.
- d. Address. If we mail you a statement, we will send it to the last known address shown in our records. If you have requested to receive your statement electronically, we will send the statement or notice of statement availability to the last email address shown in our records.
- 26. INACTIVE ACCOUNTS As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our Schedule of Fees and Charges. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable or reserve account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.
- 27. SPECIAL ACCOUNT INSTRUCTIONS You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of

your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card, Member Services Request, or other document which evidences a change to an account and accepted by us.

- 28. TERMINATION OF ACCOUNT We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if, for example: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we reasonably deem it necessary to prevent a loss to us; or (8) as otherwise permitted by law. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint multiple party account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.
- 29. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.
- **30. DEATH OR INCOMPETENCE** We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of an owner's death or adjudication of incompetence. Even with such knowledge, we may continue to pay checks or drafts drawn on the deceased owner's account for a period of ten days after the owner's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or drafts. To the extent permitted by law, we may require anyone claiming funds from a deceased owner's account to indemnify us for any losses we sustain if we honor that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.
- 31. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.
- **32. SEVERABILITY** If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.
- **33. ENFORCEMENT -** You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.
- **34. GOVERNING LAW** This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearing house and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Texas. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.
- 35. NEGATIVE INFORMATION NOTICE We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.
- **36. MONITORING AND RECORDING COMMUNICATIONS -** We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise prohibited by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.
- **37. FINANCIAL EXPLOITATION** As permitted by law, we may act or decline to act to prevent, stop, or mitigate financial exploitation of an adult. For example, we may: (1) delay, decline, or place a hold on a transaction or disbursement involving the adult; (2) approve or deny other requests or modifications to the account, such as a transfer of funds, change in ownership, or change in beneficiaries; or (3) notify a third party of the financial exploitation. We will not be liable for the actions we take on the account if we act in good faith and exercise reasonable care. For purposes of this section, "adult" means vulnerable adult, elder adult, senior adult, eligible adult, or other person as defined by applicable law.
- 38. CONSENT TO CONTACT By signing or otherwise authenticating an Account Card, you agree we and/or our third-party providers, including debt collectors, may contact you by telephone call, text message, or voicemail transmission at any telephone number associated with your account, including wireless telephone numbers (i.e., cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time by providing written notice to us at 1424 WSW Loop 323, Tyler, TX 75701, by email to service@coopteachers.com, via phone at (903) 561-2603 or by any other reasonable means. If you have provided a wireless telephone number(s) on or in connection with any account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you have provided to us.

In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e., cell phone number), to deliver to you any messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communications at the time of delivery.

ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Cooperative Teachers Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

Overdrafts — You agree that you will not use your card or any PIN to withdraw or transfer funds from your account in amounts exceeding the available balance in your account at the time of any such transfer. Subject to any automatic Overdraft Protection arrangements you have made with us, we will be under no obligation to permit a withdrawal or transfer if there is an insufficient available balance in your account. Refer to the Overdrafts section of the Membership and Account Agreement for more information about the available balance of your account. 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 we choose in our sole discretion. At our option, we may choose to post all card transactions during any day before posting any other checks, withdrawal orders, or other electronic fund transfers presented or made. The use of a card and/or any PIN shall be subject to the Overdrafts section of the Membership and Account Agreement and, if applicable to you, our Discretionary Courtesy Pay Policy.

- 1. EFT SERVICES If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.
- a. ATM Card. If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union and Pulse networks, and such other machines or facilities as the Credit Union may designate. For ATM transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for ATM overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

At the present time, you may use your card to:

- Withdraw funds from your Regular Savings and checking accounts.
- Obtain balance information for your Regular Savings and checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at POS terminals that carry Pulse network logo(s).

The following limitations on ATM Card transactions may apply:

- You may make seven (7) cash withdrawals in any 24-hour period.
- You may withdraw up to a maximum of \$1,515.00 in any one (1) day, if there are sufficient funds in your account.
- You may make fifteen (15) POS transactions in any 24-hour period.
- You may purchase up to a maximum of \$300.00 from POS terminals in a 24-hour period, if there are sufficient funds in your account.
- The combined maximum amount for ATM withdrawals and POS transactions for a 24-hour period is \$4,015.00, if there are sufficient funds in your account.
- See Section 2 for transfer limitations that may apply to these transactions.
- b. Debit Card. If approved, you may use your Mastercard® card to purchase goods and services from participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts,



the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union and Pulse networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Withdraw funds from your Regular Savings and checking accounts.
- Obtain balance information for your Regular Savings and checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Mastercard.
- Order goods or services online or by mail or telephone from places that accept Mastercard.

The following limitations on Debit Card transactions may apply:

- You may make up to fifteen (15) debit card purchases in a 24-hour period.
- Purchase amounts are limited to the amount in your account.
- You may purchase up to a maximum of \$2,500.00 (\$250.00 for REAL checking accounts) per day.
- You may make seven (7) cash withdrawals in any 24-hour period from an ATM machine.
- You may withdraw up to a maximum of \$1,515.00 (\$250.00 for REAL checking accounts) in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- You may make up to fifteen (15) POS transactions in any 24-hour period.
- You may purchase up to a maximum of \$2,500.00 (\$250.00 for REAL checking accounts) from POS terminals per day, if there are sufficient funds in your account.
- The combined maximum amount for ATM withdrawals and POS transactions for a 24-hour period is \$4,015.00, if there are sufficient funds in your account.
- See Section 2 for transfer limitations that may apply to these transactions.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

Debit Card Pre-Authorization Holds. When you use your debit card at certain merchants such as self-service gas stations, restaurants, hotels, airlines, and rental car companies, the merchant may request a pre-authorization hold on your account to cover the transaction. The pre-authorization amount may be greater than the actual purchase amount. We will place a hold on your account for the amount of any pre-authorization request. This hold may remain on your account for up to five business days, even after the transaction has been paid. Pre-authorization holds may affect your available balance and the availability of funds to pay for checks, debit card, and other payment transactions on your account. You may check your available balance at any time at any branch office or through any electronic account access services in which you are enrolled. You agree that we may place merchant pre-authorization holds on your account in order to process your debit card transactions, and we will not be responsible for any costs you may incur as a result of such holds.

- c. Phone Banking. If we approve Phone Banking for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Phone Banking to:
 - Withdraw funds from your Regular Savings and checking accounts.
 - Transfer funds from your Regular Savings and checking accounts.
 - Obtain balance information for your Regular Savings, checking, loan, IRA, Investor's Club, and other accounts.
 - Make loan payments from your Regular Savings, checking, and Investor's Club accounts.
 - Determine if a particular item has cleared.
 - Obtain tax information on amounts earned on Regular Savings and checking accounts or interest paid on loan accounts.
 - Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under Phone Banking via a touch-tone telephone. The Phone Banking service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on Phone Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

d. Preauthorized EFTs.

- Direct Deposit. Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union
 will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings and/or checking
 account
- Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your checking account.
- See Section 2 for transfer limitations that may apply to these transactions.
- Stop Payment Rights. If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us in writing at any time up to three (3) business days before the scheduled date of the transfer. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay is required to 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 Transfers. If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.
- e. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.
- f. Home Banking. If Home Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Home Banking to:
 - Transfer funds from your Regular Savings, checking, and Investor's Club accounts.
 - Obtain balance information for your Regular Savings, checking, and Investor's Club accounts.
 - Make loan payments from your Regular Savings, checking, and Investor's Club accounts.
 - Make bill payments to preauthorized creditors.
 - Make ACH transfers to or from an account at another financial institution on which you are the owner.

Your accounts can be accessed under Home Banking via personal computer. Home Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Home Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.
- g. CTCU OnTheGo. If CTCU OnTheGo is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use CTCU OnTheGo to:
 - Transfer funds from your Regular Savings, checking, and Investor's Club accounts.
 - Obtain balance information for your Regular Savings, checking, and Investor's Club accounts.
 - Make loan payments from your Regular Savings, checking, and Investor's Club accounts.
 - Determine if a particular item has cleared.
 - Verify the last date and amount of your payroll deposit.
 - Make deposits using Remote Deposit Capture; see separate Terms and Conditions for more details.
 - Make ACH transfers to or from an account at another financial institution on which you are the owner.

Your accounts can be accessed under CTCU OnTheGo via mobile device or other approved access device(s). CTCU OnTheGo will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on CTCU OnTheGo transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.
- h. Bill Pay. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Pay transactions may apply:

- There is a limit of 20 bill payments per day.
- TRANSFER LIMITATIONS None.
- 3. CONDITIONS OF EFT SERVICES —
- a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.
- b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign Transactions.

Mastercard. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate Mastercard uses for a particular transaction is the rate for the applicable currency on the date the transaction occurs. However, in limited situations, particularly where transaction submissions to Mastercard for processing are delayed, the currency conversion rate Mastercard uses may be the rate for the applicable currency on the date the transaction is processed.

A fee of 1.00% will be charged on all foreign transactions. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States. A fee of 1.00% will also be charged on all transactions completed in a foreign currency. All fees are calculated based on the transaction amount after it is converted to U.S. dollars and are charged except where excluded. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction.

- d. Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.
- e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking account, or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.
- **4. FEES AND CHARGES** We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry.

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

5. **MEMBER LIABILITY** — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your card and/or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your permission, 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 (plus your maximum overdraft line-of-credit).

You are not liable for an unauthorized Mastercard debit card transaction if you can demonstrate that you have exercised reasonable care in protecting your card or access code from loss or theft and, upon discovering the loss or theft, you promptly report the loss or theft to us.

For all other EFT transactions involving access devices, your liability for unauthorized transactions is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove that we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code 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 lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

903.561.2603

or write to:

Cooperative Teachers Credit Union 1424 WSW Loop 323 Tyler, TX 75701-9347 Fax: 903.561.9394

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

RIGHT TO RECEIVE DOCUMENTATION —

- a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
- **b.** Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.
- c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 903.561.2603. This does not apply to transactions occurring outside the United States.
- 7. ACCOUNT INFORMATION DISCLOSURE We will disclose information to third parties about your account or the transfers you make:
 - As necessary to complete transfers;
 - To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant:
 - If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s):
 - To comply with government agency or court orders; or
 - If you give us your written permission.
- 8. BUSINESS DAYS Our business days are Monday through Friday, excluding holidays.
- 9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:
 - If, through no fault of ours, there is an insufficient available balance in your account to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
 - If you used your card or access code in an incorrect manner.
 - If the ATM where you are making the transfer does not have enough cash.
 - If the ATM was not working properly and you knew about the problem when you started the transaction.
 - If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
 - If the money in your account is subject to legal process or other claim.
 - If funds in your account are pledged as collateral or frozen because of a delinquent loan.
 - If the error was caused by a system of any participating ATM network.
 - If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
 - If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.

- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.
- 10. NOTICES All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.
- 11. BILLING ERRORS In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

903.561.2603

or write to:

Cooperative Teachers Credit Union 1424 WSW Loop 323 Tyler, TX 75701-9347 Fax: 903.561.9394

- Tell us your name and account number.

- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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

We will determine whether an error has 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 45** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)** business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

- * If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.
- ** If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.
- 12. TERMINATION OF EFT SERVICES You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT

service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

- **13. GOVERNING LAW** This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Texas, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.
- **14. ENFORCEMENT** You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.

Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.



1424 WSW Loop 323 Tyler, TX 75701-9347 (903) 561-2603

FUNDS AVAILABILITY POLICY DISCLOSURE

This disclosure describes your ability to withdraw funds at Cooperative Teachers Credit Union. It only applies to the availability of funds in your transaction accounts (e.g., checking accounts). We reserve the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those outlined in this disclosure. Please ask us if you have a question about which accounts are affected by our availability policy.

For purposes of this disclosure, the terms "you" or "your" mean the member, and the terms "our," "we," or "us" mean Cooperative Teachers Credit Union. The term "check" means check or share draft, as applicable.

1. YOUR ABILITY TO WITHDRAW FUNDS – Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

If you make a deposit before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Our business hours are available at the Credit Union.

2. LONGER DELAYS MAY APPLY – In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after we receive your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275.00 of your deposits, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will send 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 may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

3. SPECIAL RULES FOR NEW ACCOUNTS – If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$6,725.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the seventh calendar day after the day of your deposit.

- **4. HOLDS ON OTHER FUNDS FOR CHECK CASHING** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.
- **5. HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT** 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.
- **6. FOREIGN CHECKS** Checks drawn on financial institutions located outside the U.S. (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 deposits 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.

USA Patriot Act Notice

In compliance with the U.S.A. Patriot Act, we are required to obtain and verify identification provided for all new account owners and joint owners, using methods permitted by law.

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.

FACTS

WHAT DOES COOPERATIVE TEACHERS CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- overdraft history and credit history
- payment history and wire transfer instructions

When you are *no longer* our member, we continue to share your information as described in this notice.

How?

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Cooperative Teachers Credit Union chooses to share; and whether you can limit this sharing.

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

Questions?

Call (903) 561-2603 or go to www.coopteachers.com



Page 2

What we do	
How does Cooperative Teachers Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Cooperative Teachers Credit Union collect my personal information?	We collect your personal information, for example, when you open an account or make a wire transfer show your government-issued ID or apply for financing show us your driver's license
	We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only sharing for affiliates' everyday business purposes – information about your creditworthiness affiliates from using your information to market to you sharing for nonaffiliates to market to you
	State law and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Cooperative Teachers Credit Union has no affiliates.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Cooperative Teachers Credit Union does not share with our nonaffiliates so they can market to you.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners include insurance companies.

Other important information

COMPLAINT NOTICE

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

> Cooperative Teachers Credit Union 1424 WSW Loop 323 Tyler TX 75701

> > 903-561-2603

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 through one of the means indicated below: In person or US Mail: 914 East Anderson Lane, Austin, Texas 78752-1699, Telephone Number: (512) 837-9236, Facsimile: (512) 832-0278; email: complaints@cud.texas.gov, Website: www.cud.texas.gov.

TRUTH-IN-SAVINGS DISCLOSURE

LAST DIVIDEND DECLARATION DATE Monthly: Quarterly:

The rates, fees and terms applicable to your account at the Credit Union are provided with this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.

RATE SCHEDULE									
		DIVIDENDS			BALANCE REQUIREMENTS				
ACCOUNT TYPE	Dividend Rate/ Annual Percentage Yield (APY)	Dividends Compounded	Dividends Credited	Dividend Period	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Method to Calculate Dividends	ACCOUNT LIMITATIONS
Regular Savings	0.05 / 0.05	Quarterly	Quarterly	Quarterly (Calendar)	-	\$500.00	\$100.00	Average Daily Balance	Account transfer and withdrawal limitations apply.
Kids Club	0.80 / 0.80	Quarterly	Quarterly	Quarterly (Calendar)	-	_	\$100.00	Average Daily Balance	Account transfer and withdrawal limitations apply.
Christmas Club	0.05 / 0.05	Quarterly	Quarterly	Quarterly (Calendar)	\$20.00	_	\$100.00	Average Daily Balance	Account transfer and withdrawal limitations apply.
Investors Club	\$1,000.00 to \$49,999.99 0.10 / 0.10 \$50,000.00 to \$99,999.99 0.20 / 0.20 \$100,000.00 or greater 0.40 / 0.40	Monthly	Monthly	Monthly (Calendar)	\$1,000.00	\$2,500.00	\$1,000.00	Average Daily Balance	Account transfer and withdrawal limitations apply.
IRA	1.00 / 1.00	Quarterly	Quarterly	Quarterly (Calendar)	ı	_	_	Average Daily Balance	_
Premium Checking	0.10 / 0.10	Quarterly	Quarterly	Quarterly (Calendar)	_	\$500.00	\$100.00	Daily Balance	_
Regular Checking	_	_	_	_	_	\$500.00	_	_	_
REAL Checking	_	_	_	_	_	_	_	_	_

ACCOUNT DISCLOSURES

Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts.

1. RATE INFORMATION — The annual percentage yield is a percentage rate that reflects the total amount of

dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For Regular Savings, Kids Club, IRA, Christmas Club, and Premium Checking accounts, the dividend rate and annual percentage yield may change quarterly as determined by the Credit Union's Board of Directors. For Christmas Club and Investors Club accounts, the dividend rate and annual

percentage yield may change monthly as determined by the Credit Union's Board of Directors. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date that is set forth in the Rate Schedule. Investors Club accounts are tiered rate accounts. The balance ranges and corresponding dividend rates and annual percentage yields applicable to each tier



are disclosed in the Rate Schedule. For tiered accounts, once a particular range is met, the dividend rate and annual percentage yield for that balance range will apply to the full balance of your account.

- **2. NATURE OF DIVIDENDS** Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.
- 3. DIVIDEND COMPOUNDING AND CREDITING The compounding and crediting frequency of dividends and the dividend period applicable to each account are stated in the Rate Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.
- **4. ACCRUAL OF DIVIDENDS** For all earning accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. For Regular Savings, Kids Club, Christmas Club, Investors Club, IRA, Christmas Club, and Premium Checking accounts, if you close your account before accrued dividends are credited, you will not receive the accrued dividends.
- 5. BALANCE INFORMATION The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For Regular Savings accounts, Investors Club accounts, Regular Checking accounts, and Premium Checking accounts, there is a minimum average daily balance required to avoid a service fee for the dividend period. If the minimum average daily balance requirement is not met during each day of the dividend period, you will be charged a service fee as stated in the Schedule of Fees and Charges. For Regular Savings, Kids Club, Investors Club, and Christmas Club accounts, there is a minimum average daily balance required to earn the annual percentage yield disclosed for the dividend period. If the minimum average daily balance requirement is not met, you will not earn the annual percentage yield stated in the Rate Schedule. For Premium Checking accounts, there is a minimum daily balance required to earn the annual percentage yield disclosed for the dividend period. If the minimum daily balance requirement is not met each day of the period, you will not earn the annual percentage yield stated in the Rate Schedule. For accounts using the average daily balance method as stated in the Rate Schedule, dividends are calculated by applying a periodic rate to the average daily balance in the account for the dividend period. The average daily balance is calculated by adding the principal

in the account for each day of the period and dividing that figure by the number of days in the period. For accounts using the daily balance method as stated in the Rate Schedule dividends are calculated by applying a daily periodic rate to the principal in the account each day.

- 6. ACCOUNT LIMITATIONS For Christmas Club accounts, the entire balance will be transferred to another account of yours on or after November 1 and the account will remain open. If you withdraw from your Christmas Club accounts, you will be charged a fee as disclosed in the Schedule of Fees and Charges. However, no fee will be charged if the withdrawal occurs within seven (7) days of the date the account is opened. For Kids Club accounts, upon reaching the age of 13, the account will automatically be changed to a Regular Savings account. For Real Checking accounts, upon reaching the age of 19, the account will automatically be changed to a Regular Checking account. For Share, Kids Club, Investors Club, IRA, Premium Checking, Regular Checking, and REAL Checking accounts, no account limitations apply.
- 7. FEES FOR OVERDRAWING ACCOUNTS Fees for overdrawing your account may be imposed on each check, draft, item, ATM transaction and one-time debit card transaction (if member has consented to overdraft protection plan for ATM and one-time debit card transactions), preauthorized automatic debit, telephoneinitiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in vour account may not be available for withdrawal, transfer or paving a check, draft or item. You may consult the Membership and Account Agreement, the Electronic Fund Transfers Agreement and Disclosure, the Funds Availability Policy Disclosure, and the Mobile Deposit Services Agreement for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for your account, such fees may reduce your approved limit. Please refer to the Schedule of Fees and Charges for current fee information.

For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the credit union uses to capture the member's opt-in choice for overdraft protection and the

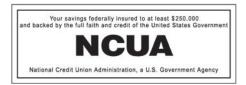
Schedule of Fees and Charges.

8. MEMBERSHIP — As a condition of membership, you must maintain in good standing a share account or loan

Par Value of One Share

\$0.00

- **9. RATES** The rates provided in or with the Rate Schedule are accurate as of the last dividend declaration date indicated on this Truth-in-Savings Disclosure. If you have any questions or require current rate information on your accounts, please call the Credit Union.
- **10. FEES** See separate Schedule of Fees and Charges for a listing of fees and charges applicable to your account(s).



TRUTH-IN-SAVINGS DISCLOSURE

EFFECTIVE DATE: February 1, 2025

The rates, fees and terms applicable to your account at the Credit Union are provided with this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.

RATE SCHEDULE									
	Dividend Rate/ Annual Percentage Yield (APY)		Minimum Opening Deposit	Dividends Compounded	Dividends Credited	Dividend Period	Additional Deposits	Withdrawals	Renewable
☐ Certificate								1	
6 Month	3.69 /3.75		\$1,000.00	Monthly	Monthly	Account's Term			Automatic
12 Month	3.69 /3.75								
18 Month	3.45 /3.50	Fixed Rate					Not Allowed	Allowed - See Transaction	
24 Month	2.81 / 2.85	Fixed Rate						Limitations section	
36 Month	2.72 / 2.72								
48 Month	2.72 / 2.75								
60 Month	2.72 / 2.75								
☐ IRA Certificate									
6 Month	3.69 /3.75		\$1,000.00	,000.00 Monthly	Monthly	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
12 Month	3.69 /3.75								
18 Month	3.45 /3.50	Fixed Rate							
24 Month	2.81 / 2.85	rixed Nate							
36 Month	2.72 / 2.75								
48 Month	2.72 / 2.75								
60 Month	2.72 / 2.75								
☐ Special Certificate	☐ Special Certificate								Will convert to a
N/A	N/A / N/A	Fixed Rate	\$1,000.00	Monthly	Monthly	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	12 month CD at maturity; rates subject to change
N/A	N/A / N/A	Fixed Rate							
N/A	N/A / N/A								
☐ Youth Certificate		Fixed Rate	\$20.00	Monthly	Monthly	Account's	Allowed- No Limit	Allowed - See Transaction	Automatic, until
12 Month	3.93 /4.00	1 ixed Nate	Ψ20.00	Widitiliy	Worthing	Term	Allowed- NO LITTIL	Limitations section	the age of 18*

ACCOUNT DISCLOSURES

Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts.

1. RATE INFORMATION — The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend

rate and frequency of compounding for an annual period. For all accounts, the dividend rate and annual percentage yield are fixed and will be in effect for the initial term of the account. For accounts subject to dividend compounding, the annual percentage yield is based on an assumption that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.

- **2. DIVIDEND PERIOD** For each account, the dividend period is the account's term. The dividend period begins on the first day of the term and ends on the maturity date.
- **3. DIVIDEND COMPOUNDING AND CREDITING** The compounding and crediting frequency of dividends are stated in the Rate Schedule. For all accounts, at your



option, you may choose to have dividends credited to your certificate account or transferred to another account of yours. If you elect to have dividends transferred to another account, compounding will not apply.

- 4. BALANCE INFORMATION —The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For all accounts, dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the dividend period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.
- 5. ACCRUAL OF DIVIDENDS For all accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. For Certificate and Youth Certificate accounts, if you close your account before accrued dividends are credited, accrued dividends will not be paid.
- **6. TRANSACTION LIMITATIONS** For all accounts, your ability to make deposits to your account and any limitations on such transactions are stated in the Rate Schedule. After your account is opened, you may make withdrawals subject to the early withdrawal penalties stated below.
- **7. MATURITY** Your account will mature as stated on this Truth-in-Savings Disclosure or on your Account Receipt or Renewal Notice.
- **8. EARLY WITHDRAWAL PENALTY** We may impose a penalty if you withdraw funds from your account before the maturity date.
- **a.** Amount of Penalty. For all accounts, the amount of early withdrawal penalty for your account is all accrued interest plus 2.50% of the principal.
- **b.** How the Penalty Works. The penalty is calculated as a forfeiture of part of the dividends that have been or would be earned on the account. It applies whether or not the dividends have been earned. In other words, if the account has not yet earned enough dividends or if the dividends have already been paid, the penalty will be deducted from the principal.
- c. Exceptions to Early Withdrawal Penalties. 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 legally incompetent by a court or other body of competent jurisdiction.
- (ii) Where the account is an Individual Retirement Account (IRA) and any portion is paid within seven (7) days after the establishment of the account; or where the account is a Keogh Plan (Keogh), provided that the depositor forfeits an amount at least equal to the simple dividends earned in the amount withdrawn; or where the account is an IRA or Keogh and the owner attains age 59½ or becomes disabled.
- 9. RENEWAL POLICY The renewal policy for your accounts is stated in the Rate Schedule. For accounts that automatically renew for another term, you have a grace period of ten (10) days after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty. For accounts that do not automatically renew for another term, the account balance will be transferred to another account of yours upon maturity. You will not be paid dividends on the account after the maturity date. *For Youth Certificate accounts, your account will automatically renew for another term until you reach the age of 18. Once you have reached the age of 18, your balance will be transferred to another account of yours upon maturity. You will not be paid dividends on the account after the maturity date.
- **10. NONTRANSFERABLE/NONNEGOTIABLE** Your account is nontransferable and nonnegotiable.
- **11. MEMBERSHIP** As a condition of membership, you must maintain in good standing a share account or loan.

Par Value of One Share

\$0.00

Your savings federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government

NCUA

National Credit Union Administration, a U.S. Government Agency



Regular Savings Acc	ount
Monthly Service Fee	\$6.95
Ways to Avoid the Monthly Service Fee	 Owner is 25 years old or younger, or Maintain an average daily balance of \$500 or more in the Regular Savings Account, or Maintain an average daily deposit balance of \$5,000 or more in qualifying deposits, or Maintain an aggregate average daily loan balance of \$5,000 or more in the same member number where the fee is being charged.
Qualifying Deposits	Includes Regular Savings, CDs, IRAs, Investors Club, Regular Checking, and Premium Checking accounts in the same member number where the fee is being charged.
Qualifying Loans	Loan must be in the same member number where the fee is being charged.
Interest-Bearing	Yes. Refer to the Truth-in-Savings Disclosure.
Fees You May Pay	Refer to the Fee Schedule for fees that may apply to this account.



Investors Club Accou	unt
Monthly Service Fee	\$8.95
Ways to Avoid the Monthly Service Fee	 Owner is 25 years old or younger, or Maintain an average daily balance of \$2,500 or more in the Investors Club Account, or Maintain an average daily deposit balance of \$5,000 or more in qualifying deposits, or Maintain an aggregate average daily loan balance of \$5,000 or more in the same member number where the fee is being charged.
Qualifying Deposits	Includes Regular Savings, CDs, IRAs, Investors Club, Regular Checking, and Premium Checking accounts in the same member number where the fee is being charged.
Qualifying Loans	Loan must be in the same member number where the fee is being charged.
Interest-Bearing	Yes. Refer to the Truth-in-Savings Disclosure.
Fees You May Pay	Refer to the Fee Schedule for fees that may apply to this account.



Premium Checking A	Account
Monthly Service Fee	\$10.95
Ways to Avoid the Monthly Service Fee	 Owner is 25 years old or younger, or Maintain an average daily balance of \$500 or more in the Premium Checking Account, or Maintain an average daily deposit balance of \$5,000 or more in qualifying deposits, or Maintain an aggregate average daily loan balance of \$5,000 or more in the same member number where the fee is being charged.
Qualifying Deposits	Includes Regular Savings, CDs, IRAs, Investors Club, Regular Checking, and Premium Checking accounts in the same member number where the fee is being charged.
Qualifying Loans	Loan must be in the same member number where the fee is being charged.
Interest-Bearing	Yes. Refer to the Truth-in-Savings Disclosure.
Fees You May Pay	Refer to the Fee Schedule for fees that may apply to this account.



Regular Checking Ac	count
Monthly Service Fee	\$10.95
Ways to Avoid the Monthly Service Fee	 Owner is 25 years old or younger, or Maintain an average daily balance of \$500 or more in the Regular Checking Account, or Maintain an average daily deposit balance of \$5,000 or more in qualifying deposits, or Maintain an aggregate average daily loan balance of \$5,000 or more in the same member number where the fee is being charged.
Qualifying Deposits	Includes Regular Savings, CDs, IRAs, Investors Club, Regular Checking, and Premium Checking accounts in the same member number where the fee is being charged.
Qualifying Loans	Loan must be in the same member number where the fee is being charged.
Interest-Bearing	No.
Fees You May Pay	Refer to the Fee Schedule for fees that may apply to this account.



GENERAL FEES	
Account History	\$10 / page
Account Reconciliation	\$50 / hour (minimum one hour)
Account Research	\$50 / hour (minimum one hour)
ATM Fees	\$3 / withdrawal at non-CTCU ATMs or non-Co-op ATM
Check Cashing	\$10 / transaction (non-members)
Christmas Club Early Withdrawal	\$10 / instance from February 1st until November 1st
Collateral	\$10 / early release or substitution
Collection Items	\$25 / item
Consumer Loan Extension	\$50 / loan
Deposit Item Return	\$30 / item
Duplicate Lien Release	\$25 / release
Early Closure	\$20 if membership closed within 6 months of opening
Fax	\$5 / fax (incoming or outgoing)
Invalid Address	\$10 / month
Legal Item Process	\$125 / instance (levies, holds, child support, State, etc.)
Loan Payment Date Change	\$50 / change
Money Order	\$5 / money order
Official Credit Union Check	\$5 / check
Official Credit Union Check Reissue	\$30 / instance
Statement Copy	\$10 / copy
Verification of Deposit/Loan	\$25 / request
Wire Transfer (Incoming)	\$5 / transfer
Wire Transfer (Outgoing)	\$35 / transfer
Card Replacement:	
via USPS Mail	\$5 / card
via Instant Issue	\$10 / card
CHECKING ACCOUNT FEES	
Check Printing	Prices vary depending upon style
Courtesy Pay	\$30 / item
Non-Sufficient Funds	\$30 / item
Overdraft Protection Transfer	\$8 / day of occurrence
Returned Check	\$30 / item
Stop Payment	\$30 / request
Temporary Checks	\$8 / sheet