

Membership & Account Agreement

Truth in Savings Disclosure

Electronic Funds Transfer Policy

Funds Availability Policy




 **AMERICAN SHARE INSURANCE** Your savings insured to \$250,000 per account. This institution is not federally insured. Members' accounts are not insured or guaranteed by any government or government-sponsored agency.

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SECTION ONE MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your and our rights and responsibilities concerning Account(s) offered to you by United Texas Credit Union (United Texas). In this Agreement, the words "you" and "yours" mean anyone who signs an Account Signature Card. The words "we," "us," and "our" mean United Texas. The word "account" means any one or more savings or other accounts you have with United Texas.

The classification and form of ownership of your accounts is set forth on your Account Signature Card. By signing an Account Signature Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement, Account Signature Card, Fee Schedule, any Transaction Receipt accompanying this Agreement, the United Texas Bylaws and Policies, and any amendments of these documents from time to time which collectively govern your Membership and Accounts.

1. MEMBERSHIP ELIGIBILITY

The following individuals are eligible for membership in United Texas:

- Persons who live, work, worship, or attend school and businesses and other legal entities in Bexar County, Kendall County, and Comal County (west of U.S. Highway 281), Texas;
- Anyone who live, works, or worships in Tarrant County, Texas;
- Members of record of this credit union as of April 14, 2005, the effective date of its conversion to a community charter;
- Members of record of the South Texas Healthcare Federal Credit Union (Charter No. 13172) as of December 31, 2006, the effective date of its merger with this credit union;
- Anyone who works for, or has an immediate family member who works for the U.S. Postal Service while living in the following zip codes: 76000-76499, 76800-76999, and 79500-79699;
- Members of NARCUP (National Association for Retired Credit Union People);
- Persons who are members of Friends of Consumer Freedom living in Tarrant, Denton, or Johnson Counties, Texas;
- Employees of companies located in Wichita, Clay, Archer, Baylor or Wilbarger Counties;
- Persons who live, work, worship, or attend school within a 10-mile radius of our Polaris or Golden Triangle Branches to include the following zip codes: 76006, 76012, 76013, 76016, 76021, 76022, 76034, 76039, 76040, 76051, 76052, 76053, 76054, 76092, 76101, 76102, 76103, 76104, 76105, 76106, 76107, 76108, 76109, 76110, 76111, 76112, 76114, 76115, 76116, 76117, 76118, 76119, 76120, 76127, 76131, 76135, 76137, 76148, 76178, 76179, 76180, 76248;
- Anyone who works for, or has an immediate family member who works for the Select Employer Groups listed on our website at <https://utxuc.com/about/select-employer-groups>;
- Recipients of Social Security Benefits in any of the above-named counties, excluding Bexar, Kendall and Comal Counties;
- Spouses of persons who died while within the Field of Membership of this credit union;
- Employees of this credit union;
- Volunteers for United Texas;
- Members of the immediate family or household of credit union members; and
- Organizations of such persons.

You must meet any other membership criteria set forth in the United Texas Bylaws or established from time to time by the United Texas Board of Directors. You authorize us to check your account, credit, and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

2. SINGLE PARTY ACCOUNTS

A single party account is an account owned by one member including any individual, trust or other organization qualified for credit union membership. If the account is a single party account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent's estate or Payable on Death (POD) beneficiary, subject to other provisions of this Agreement governing our protection for honoring an owner's or owner's agent's transfer and withdrawal requests prior to notice of an owner's death.

3. MULTIPLE PARTY ACCOUNTS

An account owned by two or more persons is a multiple party account.

a. **Rights of Survivorship.** For a multiple party account with rights of survivorship, upon the death of one party, all sums in the account on the date of the death vest in and belong to the surviving party as his or her separate property and estate. For a multiple party account without rights of survivorship, the interest of a deceased owner will pass to the decedent's estate. Unless otherwise stated on the Account Signature Card, a multiple party account is an account with rights of survivorship, and the interest of a deceased owner will pass to the surviving owners.

b. **Control of Multiple Party Account Owners.** Any multiple party account owner is authorized and deemed to act for the other owner(s) and United Texas may accept orders and instructions regarding the account, requests for future services, and any transaction from any other account owner. Each multiple party account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment on items drawn on an account, transfer, or pledge to United Texas all or any part of the shares of any account without the consent of the other account owner(s) and United Texas shall have no duty in such event to notify any other account owner(s). United Texas reserves the right at any time to require written consent of all account owners for a change of ownership or termination of a multiple party account. If United Texas receives written notice of a dispute between account owners or receives inconsistent instruction from them, United Texas may suspend or terminate the account, require a court order to act or require that all account owners agree in writing to any transaction concerning the account.

c. **Multiple Party Account Owner Liability.** If any item deposited in a multiple party account is returned unpaid, an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple party account owners is jointly and severally liable to United Texas for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposited, or cashed the item or benefited from the transaction. If any account owner is indebted to United Texas, United Texas may enforce its rights against any or all funds in the multiple party account regardless of who contributed the funds to the account.

4. POD/TRUST ACCOUNTS

A Payable on Death (POD) account or trust account designation is an instruction to United Texas that an account so designated is payable to the owner or owners during their lifetimes, and upon the death of the last account owner, payable to any named and surviving POD or trust beneficiary designated on your Account Signature Card. Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries without rights of survivorship. Any POD or trust beneficiary designation shall not apply to Individual Retirement Accounts (IRAs), which shall be governed by a separate beneficiary designation. United Texas shall at no time have any obligation whatsoever to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

5. ACCOUNTS FOR MINORS

For any account established by a minor, United Texas reserves the right to require the minor account to be a multiple party account with an owner who has reached the age of majority under state law who shall be jointly and severally liable to United Texas for any returned item, overdraft, or unpaid charges or amounts on such account. United Texas may make payments of funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall

not have any right to access the account. United Texas has no duty to inquire of the use or purpose of any transaction by the minor or any account owner. United Texas shall not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

6. TEXAS UNIFORM TRANSFERS TO MINORS ACT

T.U.T.M.A. (Texas Uniform Transfer to Minors Act) - A T.U.T.M.A. account is set up by a custodian for the benefit of a minor (under age 21) and is a savings fund. The minor is the owner of the account, but the custodian has sole control and access to the account. At age 21, the account funds belong to the minor. No checking account or ATM access is allowed on this account type.

Guardianship/Custodial - A Guardianship/Custodial account is set up to hold funds under a court or agency appointed guardianship. A Fiduciary Agreement and/or Letter of Guardianship is required to open this account. ATM access and loans are not authorized on this account type.

Trust - Provides for the management and control of property given by one person or institution for the benefit of a third person. A Trust Agreement must be provided along with the completion of an Affidavit of Trust. You must maintain a primary account in good standing. The assets are passed to the successor named in the Trust Agreement upon the death or disability of the trustee. IRAs and safe deposit boxes are not authorized on this account.

Any individual acting as an Agent, Guardian, Personal Representative, Trustee, Custodian or in some other fiduciary capacity must present the appropriate document(s) that support such authority or designation. The Credit Union has the right to review, accept and retain these documents on file. We are not liable for the misapplication of funds from your Account by your agent.

7. DEPOSIT OF FUNDS REQUIREMENTS

Funds may be deposited to any account, in any manner approved by United Texas in accordance with the requirements set forth in the Regulation CC Disclosure - Section Four of this brochure.

a. **Endorsements.** You authorize United Texas, in its discretion, to accept transfers, checks, and other items for deposit into any of your accounts if they are made payable to, or to the order of, any one or more owners on the account, whether or not they are endorsed by all payees. You authorize United Texas to supply missing endorsements of any owners if United Texas chooses to supply such endorsements. If an insurance, government, or other check requires an endorsement as set forth on the back of the check, United Texas may require endorsement as set forth on the item. Endorsements must be placed in the space on the back of the check between the top edge and 1 1/2 inches from the top edge. United Texas may accept checks with endorsements outside this space. However, if any such endorsement or any other markings you or any prior endorser has made on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by United Texas due to the delay or error.

b. **Collection of Items.** United Texas shall not be responsible for deposits made by mail or at an unstaffed facility (any night depository) until United Texas actually receives them. In handling items for deposit or collection, United Texas only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. United Texas will not be liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. United Texas reserves the right to send any item for collection.

c. **Final Payment.** All items or Automated Clearing House (ACH) transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of such items or ACH transfers or both and impose a return item charge on your account. If United Texas incurs any fee to collect any item, United Texas may charge such fee to your account. United Texas reserves the right to refuse or to return all or any items or funds transfers. United Texas shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to United Texas unpaid, regardless of whether the amount of the item has been available for your use.

d. **Direct Deposits.** United Texas may offer direct deposit options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at United Texas. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify United Texas at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a filing of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and United Texas to make and apply direct deposits in accordance with your authorization on file with United Texas. If United Texas is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree United Texas may deduct the amount returned from any of your accounts, unless prohibited by law.

e. **Crediting of Deposits.** Deposits made after the deposit cutoff time and deposits made on United Texas holidays and on days that are not business days of United Texas will be credited to your account on the next business day. Deposits received at unstaffed facilities such as night depositories or ATMs will be credited on the day funds are removed and processed by United Texas. Items drawn on an institution located outside the United States are handled on a collection basis only. United Texas may make exceptions at their discretion. Amounts will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by United Texas for credit to your account or for collection.

8. ACCOUNT ACCESS

a. **Authorized Signature.** In order to access any account, United Texas must have an authorized signature of yours on an Account Signature Card. United Texas is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, United Texas may honor any check that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.

b. **Access Options.** You may make withdrawals or transfers from your account in any manner which is permitted by United Texas; i.e., check, Automated Teller Machines (ATMs), Online Banking, shared branch locations, in person, by mail, automatic transfer, or telephone, as applicable. If United Texas accepts any check that is not drawn on a form provided by United Texas, you will be responsible for any loss incurred by United Texas for handling the check. United Texas may return as unpaid any check that is not drawn on the form provided by United Texas. United Texas has the right to review and approve any form of power of attorney and may restrict any withdrawals or transfers on your accounts.

c. **ACH and Wire Transfers.** If provided by United Texas, you may initiate or receive credits or debits to your account via wire transfer or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, United Texas is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. United Texas may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if United Texas does not receive final settlement for an ACH transfer, we may reverse the provisional credit to your account, or you will refund the amount to United Texas. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. United Texas (and other institutions) may rely on the account or other identifying numbers as the proper identification, even if it identifies a different party or institution. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association.

d. **United Texas Examination.** United Texas may disregard information on any check other than the signature of the drawer, amount of the item and any magnetic encoded information. You agree United Texas does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

9. ACCOUNT RATES AND FEES

United Texas payment of earnings on your account is subject to the account rates and fees, payment and balance requirements as set forth in the Service Fee Schedule. United Texas may charge you fees for accounts and services provided by United Texas. The fees that may be assessed against your account are set forth on the Service Fee Schedule. You agree United Texas may change the Service Fee Schedule at any time, and you will be notified of such changes as required by law.

10. TRANSACTION LIMITATIONS

a. Withdrawal Restrictions. United Texas may permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Checks or other transfer or payment orders drawn against insufficient funds will be subject to a service charge, set forth in the Service Fee Schedule. If there are sufficient funds to cover some but not all of your withdrawal orders, United Texas may allow withdrawals for which there are sufficient funds in any order at United Texas discretion. United Texas may also refuse to allow a withdrawal in other cases; for example: any dispute between the owners about the account (unless a court has ordered United Texas to allow the withdrawal); a legal garnishment or attachment is served; the account secures any obligation to United Texas; any required documentation has not been presented; or you fail to repay a United Texas loan on time. You will be advised of the reasons for refusal if such action is taken. United Texas reserves the right to require members to give notice in writing of any intended withdrawals from any account of not less than seven days and up to 60 days in accordance with applicable law before such withdrawal.

b. Transfer Limitations. For a Savings or Money Market Account, no minimum amount for withdrawals is required. You may perform six of ANY covered transactions per month. You may make unlimited non-covered transactions from your Savings and Money Market Accounts. A list of covered and non-covered transactions is available below:

COVERED Transfers and Withdrawals	NON-COVERED Transfers and Withdrawals
Transfers or withdrawals made to another account of the same depositor at the same financial institution, if made by: <ul style="list-style-type: none"> • Preauthorized transfer • Automatic transfer • By telephone, including fax, or • With the financial institution's home or Internet banking service 	Transfers for the purpose of repaying loans and associated expenses at the same financial institution.
Transfers or withdrawals to a third party, if made by: <ul style="list-style-type: none"> • Preauthorized transfer • Automatic transfer • Telephone, including fax, or • The financial institution's home or Internet banking service 	Transfers from one account of the depositor to another account of the same depositor, if made by: <ul style="list-style-type: none"> • Mail, • Member's messenger • ATM, or • In person
Transfers to a third party, if made by: <ul style="list-style-type: none"> • Check • Draft • Debit card, or • Similar order made by the depositor and payable to third parties 	Withdrawals from the account (considered payments made directly to the depositor), if made by: <ul style="list-style-type: none"> • Mail, • Messenger • ATM, or • In person
	Withdrawals made by telephone via check mailed to the depositor. Transfers <i>into</i> the account.

If a transfer request would exceed the transfer limitations set forth above in any statement period, United Texas may refuse or reverse the transfer, your account will be subject to suspension or closure, and United Texas will impose an Excessive Transaction Fee on each additional withdrawal or transfer. For a Liquid Asset Account, no minimum amount for withdrawals is required. No more than three transfers or withdrawals are permitted per calendar month. If you exceed these limitations in any statement period, your account will be subject to a Liquid Asset Account Excessive Transaction Fee, which will be assessed on each additional withdrawal or transfer. A request for a withdrawal of \$1,000,000 or more from a Liquid Asset Account requires 24 hours advance notice.

c. Dual Signatures. United Texas does not establish and is not liable for accounts with a dual signature requirement.

11. SAFE DEPOSIT BOXES

Safe deposit boxes are available for members in good standing. The rental fee is deducted from your Savings or Checking Account when due. Refer to the Service Fee Schedule for current rates. Boxes are limited; please call Member Services at (210) 561-4500 or 1-800-531-8456 for availability. Dimensions: (All boxes are approximately 21 inches deep) 3x5, 3x10, 5x10 and 10x10

12. CERTIFICATE ACCOUNTS

Any Certificate Account offered by United Texas is subject to the terms of this Agreement, the specific terms and disclosures set forth in the Truth-In-Savings Disclosure (Section Two, Part Eleven of this brochure) and the Transaction Receipt for each account which is incorporated herein by reference.

13. OVERDRAFTS

a. Overdraft Liability. If on any day, the funds in your Checking Account are not sufficient to cover checks, fees or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. When there are insufficient funds in a checking account to cover a purchase and overdraft protection is triggered, funds to cover the shortfall will come from available funds as the member elects: (1) Savings (2) Line of Credit if applicable – (up to the maximum limit of the loan) (3) Mastercard credit card if applicable (up to the maximum limit of the loan) or (4) Overdraft Privilege if applicable. Determination by United Texas of an insufficient account balance will be made upon presentation of the item with only one review of the account required. United Texas has no duty to notify you of an insufficient funds check. Your account will then be subject to a charge for the item whether paid or returned as set forth in the Service Fee Schedule. Except as otherwise agreed in writing, United Texas, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If United Texas pays a check or imposes a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount within thirty-two (32) consecutive calendar days. We reserve the right to pursue collection of previously dishonored items at any time.

b. Overdraft Protection Plan. If United Texas has approved an overdraft protection plan for you, we will honor checks drawn on insufficient funds in your account by transferring the necessary funds from another deposit account under this Agreement or a loan account, as you have directed. Overdraft protection is available for Checking Accounts in the form of a Line of Credit Loan, Mastercard credit card, by transfers from the Savings Account or Overdraft Privilege. Transfers from the Line of Credit Loan or Mastercard credit card will be governed by the applicable loan agreement and the advances shall not exceed the maximum limit of the Line of Credit Loan or Mastercard

credit card. Transfers from the Savings Account will be in amounts necessary to pay checks. Up to six Savings Account withdrawals per month are allowed. The minimum balance of \$5.00 MUST REMAIN in the Savings Account and will not be transferred for overdraft protection or any other reason. If an account exceeds six overdrafts in one month and only the Savings Account is authorized for withdrawals, subsequent transactions will not be covered for the rest of the month and will incur NSF fees as set forth in the Service Fee Schedule. United Texas will not pay a check which exceeds the balance in a Checking Account unless arrangements have been made in advance for extension of credit.

c. **Overdraft Privilege.** As a benefit to our members, we offer a useful feature on our Checking accounts - an Overdraft Privilege. With this Overdraft Privilege, we will pay your non-sufficient funds (NSF) items and fees up to a preapproved limit. This feature will save you time, embarrassment and the additional fees charged by many other companies. You must qualify and you may be subject to a waiting period in order to use this service.

The Overdraft Privilege will allow you to overdraw your account to a preapproved limit of \$750. You will be charged an Overdraft Privilege fee as set forth in our Service Fee Schedule. Of course, any and all credit union fees and charges, including without limitation, the Overdraft fees, will be included in this balance. **Overdraft Privilege applies to checks, ACH (automatic debit) items, recurring debit card transactions, online bill pay items, transfer requests via the Call Center, teller window transactions, ATM transactions (optional) and debit card purchases (optional) only.** There is no limit to the number of fees we may charge you for overdrawing your account per day or per statement period. If a debit card overdraft is \$5.00 or less, the fee is waived. You have the right to opt out of the service and tell us not to pay any overdrafts. If you do, however, you may have to pay a fee if you make transactions that are returned unpaid. You also have the right to tell us not to pay overdrafts for debit card purchases, but to continue to pay overdrafts for other types of transactions.

d. **Conditions for Overdraft Privilege:** Naturally, it is always the policy of United Texas to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards. Accordingly, there are a few conditions that will apply to the Overdraft Privilege features: You will be eligible unless:

1. If you default on any loan or other obligation to us,
2. your account becomes subject to any legal or administrative order or levy, or
3. if you fail to maintain your account in good standing by not bringing your account to a positive balance within 32 days for a minimum of one business day.

You must bring your account balance positive for at least one business day to have the Overdraft Privilege limit reinstated.

SUSPENSION OF OVERDRAFT PRIVILEGE: After your Overdraft Privilege has been activated, we may suspend your privilege without notice if we become aware of any of the above conditions (numbers 1 - 3). **If the balance of your checking account Overdraft Privilege exceeds your preapproved limit (fees are included in this balance) at any time, your Overdraft Privilege (including debit card access) is immediately suspended until your checking account is brought to a positive balance.** The credit union reserves the right to revoke this service at any time.

NEW MEMBERS: New Checking accounts will receive an Overdraft Privilege limit of \$750 at account opening. Your account agreement describes the duties, obligations and rights of depositors, authorized signatories and the credit union with regard to your deposit accounts. That account agreement is incorporated herein for all purposes as if it were set forth verbatim as to matters not directly addressed by this agreement. Your account agreement and this agreement shall be construed so as to minimize conflicts between the two agreements.

Waiver: The credit union's forbearance from, or delay in, exercising any of the credit union's rights, remedies, privileges, or right to insist on your strict performance of any provisions of your account agreement, the Overdraft Privilege agreement, or any other agreements related to your account, shall not be construed to be a current or future waiver of the credit union's rights, remedies or privileges.

ARBITRATION: THE CREDIT UNION AND YOU HEREBY ACKNOWLEDGE THAT ANY CONTROVERSY ARISING OUT OF THIS OVERDRAFT PRIVILEGE OR THE CREDIT UNION'S OR YOUR PERFORMANCE HEREUNDER, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, EXCEPT AS PROHIBITED BY LAW.

14. POSTDATED AND STALEDATED CHECKS

You authorize us to accept and pay any check without regard to the date of the check even if the check is presented for payment before its date, unless you notify United Texas of the postdating. Your notice will be effective only if United Texas receives the notice in time for United Texas to notify its employees and reasonably act upon the notice and you accurately describe the check, including the number, date and amount. You understand that the exact information is necessary for United Texas Credit Union's computer to identify the check. If you give United Texas an incorrect, incomplete, or untimely notice, United Texas will not be responsible for paying the check before the date stated, and United Texas may charge your account as of the date United Texas pays the check. You may make an oral notice which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written notice will be effective for six (6) months. A written notice may be renewed in writing from time to time. You also agree not to deposit checks or other items before they are properly payable. United Texas is under no obligation to you to pay a check drawn on your account which is presented more than six (6) months after its date but may charge your account for a payment made thereafter in good faith.

15. STOP PAYMENT ORDERS

a. **Stop Payment Request.** You may ask United Texas to stop payment on any check you or any account owner draw upon your Checking Account. You may request a stop payment by telephone, by mail, or in person, however, any member making an oral request to stop payment on a check(s) must sign a stop payment order within fourteen (14) calendar days for the request to be valid. An order is binding upon United Texas only if it is in writing, dated, signed, and describes the item with certainty. The stop payment will be effective if United Texas receives the order in time for United Texas to act upon the order and you state the number of the account, number of the check, and its exact amount. You understand that the exact information is necessary for United Texas Credit Union's computer to identify the check. If you give United Texas incorrect or incomplete information, United Texas will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for United Texas to act upon the order, United Texas will not be liable to you or to any other party for the payment of the check. If we recredit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to United Texas, and to assist United Texas in legal action taken against the person.

b. **Duration of Order.** A written stop payment order will be effective for six (6) months. A written stop payment order may be renewed in writing from time to time. United Texas is not obliged to notify you when a stop payment order expires.

c. **Liability.** United Texas may charge a fee for each check for which a stop payment order is requested, as set forth on the Service Fee Schedule. United Texas does not accept stop payment orders on item(s) written on insufficient funds on the date the item(s) were written. You may not stop payment on any certified check, teller's check, or any other check, or payment guaranteed by United Texas. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including United Texas, who is a holder of the item despite the stop payment order. You agree to indemnify and hold United Texas harmless from all costs, including attorney's fee, damages or claims related to United Texas action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

d. Lost, Destroyed, or Stolen Cashier's Check, Teller's Check, or Certified Check. In this section, "check" means a cashier's check, teller's check, or certified check; "claimant" means a person who claims the right to receive the amount of a cashier's check, teller's check, or certified check that was lost, destroyed, or stolen; and "declaration of loss" means a written statement, made under penalty of perjury, to the effect that:

1. the declarer lost possession of a check;
2. the declarer is the drawer or payee of the check, in the case of a certified check, or the remitter or payee of the check, in the case of a cashier's check or teller's check;
3. the loss of possession was not the result of a transfer by the declarer or a lawful seizure;
4. the declarer cannot reasonably obtain possession of the check because the check was destroyed, its whereabouts cannot be determined, or it is in the wrongful possession of an unknown person or a person who cannot be found or is not amenable to service of process.

A claimant may assert a claim to the amount of a check by a communication to United Texas describing the check with reasonable certainty and requesting a payment of the amount of the check, if (i) the claimant is the drawer or payee of a certified check or the remitter or payee of a cashier's check or teller's check, (ii) the communication contains or is accompanied by a declaration of loss of the claimant with respect to the check, (iii) the communication is received at a time and in a manner affording United Texas a reasonable time to act on it before the check is paid, and (iv) the claimant provides reasonable identification if requested by United Texas. Delivery of a declaration of loss is a warranty of the truth of the statements made in the declaration. If a claim is asserted accordingly, the following rules apply:

1. The claim becomes enforceable at the later of (i) the time the claim is asserted, or (ii) the 90th day following the date of the check, in the case of a cashier's check or teller's check, or the 90th day following the date of the acceptance, in the case of a certified check.
2. Until the claim becomes enforceable, it has no legal effect and United Texas may pay the check or, in the case of a teller's check, may permit the drawee to pay the check. Payment to a person entitled to enforce the check discharges all liability of United Texas with respect to the check.
3. If the claim becomes enforceable before the check is presented for payment, United Texas is not obliged to pay the check.
4. When the claim becomes enforceable, United Texas becomes obliged to pay the amount of the check to the claimant if payment of the check has not been made to a person entitled to enforce the check. Payment to the claimant discharges all payment of a liability of United Texas with respect to the check. If United Texas pays the amount of a check to a claimant per above paragraph and the check is presented for payment by a person having rights of a holder in due course, the claimant is obliged to:

1. refund the payment to United Texas if the check is paid; or
2. pay the amount of the check to the person having rights of a holder in due course if the check is dishonored.

16. UNITED TEXAS LIABILITY

If United Texas does not properly complete a transaction according to this Agreement, United Texas will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. United Texas will not be liable if:

- a. through no fault of United Texas, your account does not contain enough money to make the transaction;
- b. circumstances beyond United Texas Credit Union's control prevent the transaction;
- c. your loss is caused by your negligence or the negligence of another financial institution; or,
- d. the money in your account is subject to legal process or other claim.

United Texas will not be liable for consequential damages, except liability for wrongful dishonor. United Texas actions will constitute the exercise of ordinary care if such actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area served by United Texas. You grant United Texas the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by you or United Texas employees and any written form will be resolved by reference to this Agreement and applicable written form.

17. UNITED TEXAS STATUTORY LIEN AND SECURITY INTEREST

If you are in default on a financial obligation to us, federal law gives us the right to apply the balance of funds and dividends in your account(s) at the time of default to satisfy that obligation. Once you are in default, we may exercise this right without further notice to you. If United Texas chooses not to enforce its lien, United Texas does not waive its right to enforce the lien at a later time. In addition, you grant United Texas a consensual security interest in your accounts and agree United Texas may use the funds from your accounts to pay any debt or amount now or hereafter owed United Texas unless prohibited by applicable law. All accounts are non-assignable and non-transferable to third parties.

18. LEGAL PROCESS

If any legal action, such as a levy, garnishment, or attachment, is brought against your account, United Texas may refuse to pay out any money from your account until the dispute is resolved or may pay out funds according to the terms of the levy. If United Texas incurs any expenses or attorney's fees in responding to legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to the lien and security interest of United Texas.

19. ACCOUNT INFORMATION

Upon your request, United Texas will inform you of the name and address of each credit reporting agency from which United Texas obtains a credit report in connection with your account. United Texas agrees not to disclose information to third parties about your account regarding any transaction or balances except when:

- a. it is necessary to complete the transaction;
- b. the third party seeks to verify the existence or condition of your account in accordance with applicable law;
- c. such disclosure is in compliance with the law, government agencies or court orders;
- d. you give us your written permission.

20. NOTICES

a. **Name or Address Changes.** It is your responsibility to notify United Texas upon a change of address or change of name. United Texas is only required to attempt to communicate with you at the most recent address you have provided to United Texas. United Texas will not accept oral notices of a change in address and requires any other notice from you to United Texas to be provided in writing as well. You authorize us to update your address if we are notified by the U.S. Postal Service of an address change. If mail is returned to the credit union due to an incorrect address, the account will be charged a monthly returned mail fee as noted on the Service Fee Schedule. Additionally, to protect the security of an account, debit cards cannot be ordered for an account within the first 30 days after a change of address.

b. **Notice of Amendments.** Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. United Texas will notify you of any changes in terms, rates, or fees as required by law. United Texas reserves the right to waive any term in this Agreement. Any such waiver shall not affect the right of United Texas to enforce any right in the future.

c. **Effect of Notice.** Any written notice you give to United Texas is effective when it is actually received by United Texas. Any written notice United Texas gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any one account owner is considered notice to all owners of the account.

21. TAXPAYER IDENTIFICATION NUMBERS AND BACKUP WITHHOLDING

If your account is or becomes subject to backup withholding, United Texas is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of dividends, interest, and certain other payments under certain conditions. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other applicable requirements may result in backup withholding. If you fail to provide your TIN, United Texas may suspend the opening of your account or you may request a non-dividend or interest-bearing account until a TIN is provided. The IRS does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.

22. STATEMENTS

A Statement of Account will be mailed each month providing transactions, other than dividends, have occurred during the month; otherwise, a semi-annual statement is mailed as of the close of business for June and December. The frequency of statement mailing may be changed at the discretion of United Texas.

a. **Contents.** You will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. You agree that only one statement is necessary for a multiple party account. For Checking Accounts, you understand and agree that your original check, when paid, becomes the property of United Texas and may not be returned to you, but copies may be retained by United Texas or the payable through financial institution and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that checks or copies thereof are made available to you on the date the statement is mailed to you, even if the checks do not accompany the statement.

b. **Examination.** You are responsible for examining each statement and reporting any irregularities to United Texas. United Texas will not be responsible for any forged, altered or unauthorized items drawn on your account if:

1. you fail to notify United Texas within thirty-three (33) days of the mailing date of the earliest statement regarding any forgery, alteration, or unauthorized signature on any item described in the statement (sixty (60) days in the event of electronic transactions, refer to Section Three - Regulation E Disclosure of this brochure); or

2. any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

c. **Notice to United Texas Credit Union.** You agree that retention of checks by United Texas does not alter or waive your responsibility to examine your statements or the time limit for notifying United Texas of any errors. The statement will be considered correct for all purposes and United Texas will not be liable for any payment made or charge to your account unless you notify United Texas in writing within the above time limit for notifying United Texas of any errors.

d. **Transmittal of Electronic Statements.** Enrollment indicates that you knowingly elect to receive your statements electronically, you agree to accept your United Texas periodic statements, and all disclosures related to your statements, electronically by a visual text to be displayed on a personal computer monitor. You request that the credit union transmit your statement to you electronically, and you agree to the terms and conditions set forth in this Agreement.

e. **Security Procedures.** You acknowledge that you will be able to retrieve your statements electronically through the use of a personal identification number (PIN). You acknowledge that, if you disclose your PIN to anyone else or if your PIN is lost or stolen, third parties may be able to access your credit union statements. You agree that the credit union will not be liable for any loss caused by the authorized or unauthorized use of your PIN by any third party to access your statements. You agree to keep your PIN in a place of safekeeping, and you agree that the security of your PIN will be your responsibility at all times. You agree to the security methods and techniques set out in the Procedures. You agree that the credit union will not be liable for any loss arising out of your use of the United Texas E-Statement if the credit union observes the security method presently set out in the Procedures, or as amended from time to time. Further, you agree that the credit union will not be liable for any loss arising out of your use of the United Texas E-Statement under any circumstances if you fail to observe the Procedures and the recommendations set forth in the Procedures.

f. **Additional Provisions.** You acknowledge and agree that, by requesting your statements to be delivered electronically, you will not receive paper statements. You acknowledge and agree that if the credit union in its judgment believes that the transmission of your statement electronically is no longer viable, or that any such transmission may give rise to security or operational concerns, the credit union may cease the electronic delivery of your statements and provide you with paper statements in lieu thereof. You acknowledge and agree that you have read and you understand the Procedures set out, that any e-mail address you provide to the credit union is accurate, that you will promptly notify the credit union of any change in your e-mail address in the manner prescribed in the Procedures, that you have a computer that meets the minimum system requirements set out in the Procedures, and that you have a printer or have access to a printer with the ability to download information in order to keep copies of your statement for your records.

g. **Procedures.** You can update your own e-mail address when logged on to Online Banking by clicking on the "Settings" option under the User Profile menu or by contacting the Call Center during regular business hours at (210) 561-4500 or 1-800-531-8456 or in person at any United Texas location during regular business hours.

You may request a printed statement by contacting the Call Center at (210) 561-4500 or 1-800-531-8456.

You must have Adobe Acrobat Reader to open the statement. Adobe Acrobat Reader is free software that you can download from www.get.adobe.com/reader.

You may at any time withdraw your consent to receive statements electronically by sending your request in writing via e-mail to ask@utxcu.com or regular mail to 5500 UTSA Blvd., San Antonio, TX 78249. You may also submit your written request at any United Texas location during regular business hours.

23. DORMANT / ESCHEATABLE ACCOUNTS

An account is dormant under applicable law if for 12 months or more there has not been a debit or credit to the account because of an act by you or your agent (other than us) and you have not communicated with us.

Financial institutions may be required to turn over (or escheat) account funds to the state of Texas if the account remains dormant. An account is presumed abandoned (escheatable) if the account has been dormant for at least three (3) years from the date of your last transaction or your last correspondence with us and we are unable to locate you. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, United Texas has no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

24. SPECIAL ACCOUNT INSTRUCTIONS

You may request United Texas to facilitate certain trust, will, or court-ordered account arrangements. However, because United Texas does 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 United Texas to follow any instructions that United Texas believes might expose it to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, United Texas may refuse to follow your instructions or may require you to indemnify United Texas or post a bond or other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Change form and accepted by United Texas.

25. TERMINATION OF ACCOUNT

United Texas 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:

- a. there is a change in owners or authorized signers,
- b. there has been a forgery or fraud reported or committed involving your account,
- c. there is a dispute as to the ownership of the funds in the account,
- d. any checks are lost or stolen,
- e. if there are excessive returned unpaid items not covered by an overdraft protection plan,
- f. if there has been any misrepresentation or any other abuse of any of your accounts,
- g. if United Texas reasonably deems it necessary to prevent a loss to United Texas, or
- h. if any loan is ninety (90) days or more past due.

You may terminate any single party account at any time by notifying United Texas in writing. United Texas reserves the right to require the consent of all multiple party account owners for termination of a multiple party account. United Texas is not responsible for payment of any check, withdrawal, or other item after your account is terminated; however, if United Texas pays an item after termination, you agree to reimburse United Texas for the payment.

26. TERMINATION OF MEMBERSHIP

You may terminate your membership at United Texas after giving notice of your intent to withdraw from membership. You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to United Texas.

27. DEATH OF ACCOUNT OWNER

United Texas may continue to honor all transfers, withdrawals, deposits and other transactions on the account until United Texas is notified of the member's death. Once United Texas is notified of a member's death, United Texas may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days unless United Texas receives instructions from any person claiming an interest in the account to stop payment on the checks or other items. You agree United Texas can require that anyone who claims funds in your account after your death indemnify United Texas for any losses resulting from honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

28. SEVERABILITY

In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, 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.

29. ENFORCEMENT

You agree to be liable to United Texas for any loss, cost or expense that United Texas incurs as a result of your failure to follow this Agreement. You authorize United Texas to deduct any such loss, costs or expenses from your account without prior notice to you. In the event United Texas brings a legal action to enforce the Agreement or collect any amount due under this Agreement, United Texas shall be entitled, subject to applicable law, to payment of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

30. GOVERNING LAW

This Agreement is governed by the Bylaws of United Texas, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state of Texas in which United Texas' main office is located, and local clearinghouse rules, as amended from time to time. To the extent permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in Bexar County, Texas, where United Texas is located.

31. POWER OF ATTORNEY

The general rule is that United Texas *must* accept a power of attorney (POA). However, prior to acceptance, United Texas may request a certification from the agent, an opinion of counsel, and/or an English translation. If the certification, opinion of counsel, and/or translation is provided, we must honor the power of attorney no later than seven days after receipt. If the requested certification, opinion, or translation is not provided, we may deny the POA after providing written notice of the reason for denial.

Despite the requirement for "mandatory acceptance", the law provides several grounds for refusal. Permissible reasons for refusing a POA include:

1. Situations where United Texas would not otherwise be required to engage in a transaction with the principal, such as opening an account for someone who is not yet a member or providing product or service not currently offered;
2. Engaging in a transaction that would be inconsistent with another law, regulation, or a request from law enforcement;
3. Situations where United Texas would not engage in the transaction because United Texas filed a suspicious activity report, United Texas believes the principal or agent has a criminal history of financial crimes, or the agent caused United Texas a material loss, exhibited financial mismanagement or is involved in litigation;
4. United Texas has actual knowledge of termination of the agent's authority;

5. The agent refuses to comply with a request for certification, opinion of counsel, or translation, or if those are provided, United Texas is unable to validate the POA or authority;
6. Regardless of the certification/opinion/translation, United Texas believes the POA is not valid, the authority is not valid, or the act would violate the terms of an agreement affecting United Texas;
7. Judicial proceedings have commenced to construe the POA or review the agent's conduct;
8. A final judicial determination has been made declaring the POA invalid with respect to the intended purpose or that the agent lacked authority;
9. United Texas makes (or has knowledge of another making) a report to law enforcement or other federal or state agency, including Department of Family and Protective Services, stating a good faith belief that the principal may be subject to physical or financial abuse, neglect, exploitation, or abandonment by the agent or a person acting with or on behalf of the agent;
10. United Texas receives conflicting instructions or communications from co-agents (United Texas can refuse acceptance only on the matter in dispute); or
11. The law of the jurisdiction that applies to the POA (another state) does not require acceptance or does not authorize the activity.

If United Texas refuses to accept a POA we shall provide to the agent a *written statement advising the reason(s) for refusal*. The statement will be provided on or before the date we would be otherwise required to accept the POA.

If the reason for refusal is #2 or #3 above (such as a confidential SAR, acceptance would violate a law/regulation, criminal history of financial crimes, litigation, etc.), United Texas shall provide a written statement signed *under penalty of perjury* stating that the reason is described by the applicable subsections.

A Power of Attorney must grant specific authority to act on an account. We may continue to recognize the authority of the Power of Attorney until we receive written notice of revocation or termination and have had a reasonable time to act. We reserve the right to restrict the types or amounts of transactions we permit an attorney-in-fact to conduct. You must present a Power of Attorney for every transaction.

32. UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT (REG GG)

The U.S. Department of the Treasury and the Federal Reserve Board have issued a final rule to implement applicable provisions of the Unlawful Internet Gambling Enforcement Act of 2006 which is effective December 1, 2009.

The Act prohibits any person engaged in the business of betting or wagering from knowingly accepting payments in connection with the participation of another person in "unlawful Internet gambling," defined as "placing, receiving, or otherwise knowingly transmitting a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any Federal or State law in the State in which the bet is made.

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, this notification is to inform you that restricted transactions are prohibited from being processed through your account or relationship with United Texas. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling.

33. E-ALERTS SERVICE AGREEMENT

Your enrollment in the Online Service includes access to mobile text messaging related services and e-mail alerts. By receiving or otherwise using these services, you agree to the following terms for these services. You agree that we may send messages through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a telephone number, e-mail address or other delivery location we have in our records for you or other such contact information as you may provide to us for these services so that we may send you certain information about your applicable account. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. The Alerts and Text Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. Messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the Alerts and Text Services. There is no service fee for the Alerts and Text Services, but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. **Message and data rates may apply. Such charges include those from your communications service provider.** Message frequency depends on user preferences. For additional assistance with the Alerts and Text Services, contact our Call Center at 1-800-531-8456.

SECTION TWO TRUTH-IN-SAVINGS DISCLOSURE

1. RULES, POLICIES, TERMS, AND CONDITIONS APPLICABLE TO SAVINGS ACCOUNTS

a. All members are required to maintain a Savings Account for membership with United Texas. A minimum deposit of \$5.00 is required to establish a Savings Account with the credit union. The \$5.00 is required to remain on deposit to be eligible for all services offered by the credit union. The \$5.00 minimum balance may not be used for overdraft protection or any other reason. United Texas may require a 30-day written notice for withdrawal or disbursement from the Savings Account.

b. For notification purposes, this account is considered a variable rate account. The dividend rate and Annual Percentage Yield (APY) may change. Dividends will be earned daily based on each daily balance of \$5.00 or more and credited directly to the account monthly. The APY assumes funds remain on deposit for the dividend period. The dividend period is the first day of the month through the last day of the month. Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day. **You must maintain a daily balance of \$5.00 or more in the account to obtain the disclosed APY.** Dividends begin to accrue on the business day you deposit funds to your account. Dividends will not be paid on an account if it is closed during the month prior to payment of dividends. Dividends are compounded monthly and are available after they are paid on the first day of the following month. United Texas reserves the right to change the dividend rate and APY, the basis upon which the rate is computed, and the method or frequency of payments, upon proper notification to members. The dividend rate and APY are subject to change monthly. All rates are published weekly and are available online at www.utxcu.com or at any United Texas office. The dividend rate is determined solely at the discretion of the United Texas Board of Directors. The rate is effective on the first day of the following month after declaration by the Board of Directors.

c. For certain transactions, United Texas shall be entitled to charge a fee(s) and may either collect such fee(s) in cash or charge such fee(s) against any Savings or Checking Account balance of any person having authority to sign on the accounts. A schedule of these transactions and fees is provided with this brochure.

NOTICE: Dividends are based on the credit union's earnings after required transfers to reserves at the end of a dividend period and cannot be guaranteed.

2. RULES, POLICIES, TERMS AND CONDITIONS APPLICABLE TO CHRISTMAS CLUB ACCOUNTS

a. A minimum deposit of \$5.00 is required to establish a Christmas Club Account.

b. For notification purposes, this account is considered a variable rate account. The dividend rate and APY may change. Dividends will be earned daily based on each daily balance and credited directly to the account on November 1 every year. The APY assumes funds remain on deposit for the dividend period. The dividend period is from the day funds are deposited through October 31 every year. Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day. Dividends begin to accrue on the business day you deposit funds to your account. Dividends will not be paid on an account if it is closed during the dividend accrual period. Dividends are compounded monthly and are available after they are paid on November 1. United Texas reserves the right to change the dividend rate and APY, the basis upon which the rate is computed, and the method or frequency of payments, upon proper notification to members. The dividend rate and APY are subject to change monthly. All rates are published weekly and are available online at www.utxcu.com or at any United Texas office. These rates are determined solely at the discretion of the United Texas Board of Directors. Rates are effective on the first day of the following month after declaration by the Board of Directors.

c. No more than one transfer or withdrawal is permitted per calendar year. If you exceed this limitation, your account will be subject to an Excessive Withdrawal Fee, which will be assessed on each additional withdrawal or transfer. The account may also be subject to closure at the credit union's discretion.

d. All remaining funds and dividends will automatically be transferred to your Savings Account on November 1 every year.

e. For certain transactions, United Texas shall be entitled to charge a fee(s) and may either collect such fee(s) in cash or charge such fee(s) against any Savings or Checking Account balance of any person having authority to sign on the accounts. A schedule of these transactions and fees is provided with this brochure.

NOTICE: Dividends are based on the credit union's earnings after required transfers to reserves at the end of a dividend period and cannot be guaranteed.

3. RULES, POLICIES, TERMS, AND CONDITIONS APPLICABLE TO VACATION CLUB ACCOUNTS

a. A minimum deposit of \$5.00 is required to establish a Vacation Club Account.

b. For notification purposes, this account is considered a variable rate account. The dividend rate and APY may change. Dividends will be earned daily based on each daily balance and credited directly to the account on April 1 every year. The APY assumes funds remain on deposit for the dividend period. The dividend period is from the day funds are deposited through March 31 every year. Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day. Dividends begin to accrue on the business day you deposit funds to your account. Dividends will not be paid on an account if it is closed during the dividend accrual period. Dividends are compounded monthly and are available after they are paid on April 1. United Texas reserves the right to change the dividend rate and APY, the basis upon which the rate is computed, and the method or frequency of payments, upon proper notification to members. The dividend rate and APY are subject to change monthly. All rates are published weekly and are available online at www.utxcu.com or at any United Texas office. These rates are determined solely at the discretion of the United Texas Board of Directors. Rates are effective on the first day of the following month after declaration by the Board of Directors.

c. No more than two transfers or withdrawals are permitted per calendar year. If you exceed this limitation, your account will be subject to an Excessive Withdrawal Fee, which will be assessed on each additional withdrawal or transfer. The account may also be subject to closure at the credit union's discretion.

d. All remaining funds and dividends will automatically be transferred to your Savings Account on April 1 every year.

e. For certain transactions, United Texas shall be entitled to charge a fee(s) and may either collect such fee(s) in cash or charge such fee(s) against any Savings or Checking Account balance of any person having authority to sign on the accounts. A schedule of these transactions and fees is provided with this brochure.

NOTICE: Dividends are based on the credit union's earnings after required transfers to reserves at the end of a dividend period and cannot be guaranteed.

4. RULES, POLICIES, TERMS, AND CONDITIONS APPLICABLE TO YOUTH ACCOUNTS

a. A minimum deposit of \$5.00 is required to establish any Youth Savings Account.

b. For notification purposes, these accounts are considered variable rate accounts. The dividend rate and APY may change. Dividends will be earned daily based on each daily balance and credited directly to the account monthly. The APY assumes funds remain on deposit for the dividend period. The dividend period is the first day of the month through the last day of the month. Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day. Dividends begin to accrue on the business day you deposit funds to your account. Dividends will not be paid on an account if it is closed during the month prior to payment of dividends. Dividends are compounded monthly and are available after they are paid on the first day of the following month. United Texas reserves the right to change the dividend rate and APY, the basis upon which the rate is computed, and the method or frequency of payments, upon proper notification to members. The dividend rate and APY are subject to change monthly. All rates are published weekly and are available online at www.utxcu.com or at any United Texas office. These rates are determined solely at the discretion of the United Texas Board of Directors. Rates are effective on the first day of the following month after declaration by the Board of Directors.

c. Age restrictions for the Youth Accounts are as follows:

1. Kids Club (Ages 5-12)
2. Teens Club (Ages 13-17)
3. Young Adult Club (Ages 18-21)

NOTICE: Any account opened by a minor (17 and under) must be opened in the minor's name WITH a parent or legal guardian as a joint owner of the account.

d. For certain transactions, United Texas shall be entitled to charge a fee(s) and may either collect such fee(s) in cash or charge such fee(s) against any Savings or Checking Account balance of any person having authority to sign on the accounts. A schedule of these transactions and fees is provided with this brochure.

NOTICE: Dividends are based on the credit union's earnings after required transfers to reserves at the end of a dividend period and cannot be guaranteed.

5. RULES, POLICIES, TERMS AND CONDITIONS APPLICABLE TO HEALTH SAVINGS ACCOUNTS

- a. A minimum deposit of \$100 is required to establish a Health Savings Account. Additional deposits may be made to the account in any amount not to exceed annual contribution limits.
- b. For notification purposes, this account is considered a variable rate account. The dividend rate and APY may change. Dividends will be earned daily based on each daily balance of \$100 or more and credited directly to the account monthly. The APY assumes funds remain on deposit for the dividend period. The dividend period is the first day of the month through the last day of the month. Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day. You must maintain a daily balance of \$100 or more in the account to obtain the disclosed APY. Dividends begin to accrue on the business day you deposit funds to your account. Dividends will not be paid on an account if it is closed during the month prior to payment of dividends. Dividends are compounded monthly and are available after they are paid on the first day of the following month. United Texas reserves the right to change the dividend rate and APY, the basis upon which the rate is computed, and the method or frequency of payments, upon proper notification to members. The dividend rate and APY are subject to change monthly. All rates are published weekly and are available online at www.utxcu.com or at any United Texas office. These rates are determined solely at the discretion of the United Texas Board of Directors. Rates are effective on the first day of the following month after declaration by the Board of Directors.
- c. Refer to the HSA Custodial Agreement distributed upon account opening for specific information.

NOTICE: Dividends are based on the credit union's earnings after required transfers to reserves at the end of a dividend period and cannot be guaranteed.

6. RULES, POLICIES, TERMS AND CONDITIONS APPLICABLE TO ULTIMATE CHECKING ACCOUNTS

- a. A minimum deposit of \$25.00 is required to establish an Ultimate Checking Account.

The cost of check orders from the United Texas authorized check vendor will be debited from your Checking Account within seven (7) to ten (10) business days of receipt of the check order.
- b. The Ultimate Checking Account does not pay dividends but pays a percentage of your net retail debit card transactions the first day of the following month that they are posted to the account.
- c. The use of the Ultimate Checking Account is subject to all applicable state and federal laws and regulations and to other terms, conditions, rules and regulations as United Texas and its electronic data processor may establish, adopt or amend from time to time by making available to the members upon request the amended terms conditions, rules and regulations.
- d. Withdrawals and disbursements may be made from the Ultimate Checking Account only through use of United Texas approved written checks, pre-authorized withdrawal(s), or other approved methods which any one of the members/joint owners may draw against funds in the account from time to time, subject to limits imposed by federal credit union regulations.
- e. For certain transactions, United Texas shall be entitled to charge a fee(s) and may either collect such fee(s) in cash or charge such a fee(s) against any Checking or Savings Account balance of any person having authority to sign on the account(s). United Texas reserves the right to add new fees, change existing fees, and/or institute transaction fees upon proper notification to members.
- f. As disclosed in the Service Fee Schedule; Ultimate Checking Accounts are subject to a monthly fee if an electronic statement is not elected or if certain monthly requirements are not met.
- g. In the event of errors, please refer to the section, "Notification to All Members Affected by Electronic Funds Transfer Services," for procedures and the department to contact.

7. RULES, POLICIES, TERMS, AND CONDITIONS APPLICABLE TO MONEY MARKET ACCOUNTS

- a. Deposits may be made to the account in any amount. In the event the daily account balance falls below \$2,500.00 during the calendar month, the published dividend rate and APY paid on the account for the number of days below the \$2,500.00 minimum will be less than that of the higher balance Money Market Account.

The cost of check orders from United Texas Credit Union's authorized check vendor will be debited from your Checking Account within seven (7) to ten (10) business days of receipt of the check order.
- b. For information regarding transaction limits for Money Market Accounts, refer to Part 10b in Section One of this Agreement.
- c. For notification purposes, this account is considered a variable rate account. The dividend rate and APY may change. Dividends will be earned daily based on the daily balance and credited directly to the account monthly. The APY assumes funds remain on deposit for the dividend period. The dividend period is the first day of the month through the last day of the month. Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day. Dividends begin to accrue on the business day you deposit funds to your account. Dividends will not be paid on an account if it is closed during the month prior to payment of dividends. Dividends are compounded monthly and are available after they are paid on the first day of the following month. United Texas reserves the right to change dividend rates and APY, the basis upon which the rates are computed, the method or frequency of payments, terms and conditions of the Money Market Account, impose minimum withdrawal amounts, restrict deposits and limit maximum dollar amounts on deposit, change statement cycles, impose fees, and change the account in other ways from time to time as is deemed necessary, upon proper notification to members. The dividend rates and APY are subject to change monthly. All rates are published weekly and are available online at www.utxcu.com or at any United Texas office. These rates are determined solely at the discretion of the United Texas Board of Directors. Rates are to be effective on the first day of the following month after declaration by the Board of Directors.
- d. The use of the Money Market Account is subject to all applicable state and federal laws and regulations and to other terms, conditions, rules, and regulations as United Texas and its electronic data processor may establish, adopt or amend from time to time by making available to the members upon request the amended terms, conditions, rules, and regulations.

NOTE: To earn the higher dividend rate and APY, the Money Market Account is not a transaction account. In order to meet Federal Reserve requirements, excessive and repeated transactions on the Money Market Account will force the credit union to close the account.

NOTICE: Dividends are based on the credit union's earnings after required transfers to reserves at the end of a dividend period and cannot be guaranteed.

8. RULES, POLICIES, TERMS, AND CONDITIONS APPLICABLE TO LIQUID ASSET ACCOUNTS

- a. The Liquid Asset Account is available to members depositing new money only. Unlimited deposits of new money may be made to the account in any amount. The daily account balance must be at least \$2,500.00 in order to earn the higher published dividend rate and Annual Percentage Yield (APY). In the event the daily account balance falls below \$2,500.00 during the calendar month, the published dividend rate and APY paid on the account for the number of days below the \$2,500.00 minimum will be the same rate as the Savings Account rate for similar balances until the account balance exceeds \$2,500.00 at which time it will be the dividend rate in effect at that time for the Liquid Asset Account. Transfers from other United Texas CU accounts will only be allowed when a member brings in an equal amount of new money from outside the credit union.
- b. For a Liquid Asset Account, no minimum amount for withdrawals is required. No more than three transfers or withdrawals are permitted per calendar month. If you exceed these limitations in any statement period, your account will be subject to a Liquid Asset Account Excessive Transaction Fee, which will be assessed on each additional withdrawal or transfer. United Texas may permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal. United Texas may also refuse to allow a withdrawal in other cases; for example: any dispute between the owners about the account (unless a court has ordered United Texas to allow the withdrawal); a legal garnishment or attachment is served; the account secures any obligation to United Texas; any required documentation has not been presented; or you fail to repay a United Texas loan on time. You will be advised of the reasons for refusal if such action is taken. United Texas reserves the right to require members to give notice in writing of any intended withdrawals from any account of not less than seven days and up to 60 days in accordance with applicable law before such withdrawal. A request for a withdrawal of \$1,000,000 or more requires 24 hours advance notice.
- c. For notification purposes, this account is considered a variable rate account. The dividend rate and APY may change. Dividends will be earned daily based on the daily balance and credited directly to the account monthly. The APY assumes funds remain on deposit for the dividend period. The dividend period is the first day of the month through the last day of the month. Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day. Dividends begin to accrue on the business day you deposit funds to your account. Dividends will not be paid on an account if it is closed during the month prior to payment of dividends. Dividends are compounded monthly and are available after they are paid on the first day of the following month. United Texas reserves the right to change dividend rates and APY, the basis upon which the rates are computed, the method or frequency of payments, terms and conditions of the Liquid Asset Account, impose minimum withdrawal amounts, restrict deposits and limit maximum dollar amounts on deposit, change statement cycles, impose fees, and change the account in other ways from time to time as is deemed necessary, upon proper notification to members. The dividend rate and APY are subject to change monthly. All rates are published weekly and are available online at www.utxcu.com or at any United Texas office. The rate is determined solely at the discretion of the United Texas Board of Directors. Rates are to be effective on the 30-day period for which they are calculated as declared by the Board of Directors.
- d. The use of the Liquid Asset Account is subject to all applicable state and federal laws and regulations and to other terms, conditions, rules, and regulations as United Texas and its electronic data processor may establish, adopt or amend from time to time by making available to the members upon request the amended terms conditions, rules and regulations.

NOTE: To earn the higher dividend rate and APY, the Liquid Asset Account is not a transaction account. In order to meet Federal Reserve requirements, excessive and repeated transactions on the Liquid Asset Account will force the credit union to close the account.

NOTICE: Dividends are based on the credit union's earnings after required transfers to reserves at the end of a dividend period and cannot be guaranteed.

9. RULES, POLICIES, TERMS, AND CONDITIONS APPLICABLE TO CERTIFICATE ACCOUNTS

- a. A minimum deposit of \$500.00 is required to open and maintain a Regular Certificate Account or IRA Certificate Account. A principal balance of \$500.00 must be maintained in a Regular Certificate Account in order to earn the dividend rate and APY disclosed for the term.
- b. Dividend rates and APYs for Certificate Accounts are subject to change weekly. All rates are published weekly and available online at www.utxcu.com or at any United Texas location. These rates are determined solely at the discretion of the staff as delegated by United Texas Board of Directors.
- c. Your Certificate Account will earn dividends at the prevailing dividend rate and APY from the date of deposit, calculated on a 365/365 basis (366/366 in leap years) and paid in the manner indicated on the terms of the certificate. If you select monthly payments, you may change the manner of future payments at any time without penalty.
- d. Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day. Dividends will begin to accrue on the business day of the initial deposit to open the Certificate Account.
- e. You will be paid the rate corresponding to the term until maturity. The APY is based on the assumption that dividends remain on deposit until maturity. A withdrawal of dividends or principal will reduce earnings.
- f. You may not make changes to a Regular Certificate Account or IRA Certificate Account (amount, terms, etc.) until maturity or termination. Refer to the Penalty for Early Termination section for further information.
- g. Your account will mature on the date listed on your Certificate Account, distributed upon account opening. This Certificate Account will automatically be renewed for an additional term equal to the initial term, unless United Texas is informed to do otherwise. A notice will be sent prior to maturity, and you will have a ten (10) day grace period after each renewal to notify United Texas if you wish to change your investment without incurring a penalty. Except as otherwise stated here, the terms and conditions applicable to the initial term will also apply to any renewal term. Unless otherwise directed, the principal amount of the account for each renewal term will be the principal of the preceding term together with dividends credited or accrued but not paid or withdrawn during the preceding term. The dividend rate and APY for any renewal term will be the dividend rate and APY that United Texas is offering at the time on this type of Certificate Account. If the Certificate Account is not automatically renewed, any accrued dividends will be paid to the account holder at maturity. United Texas reserves the right not to renew this account by giving you written notice at your address as shown on the credit union's records.
- Penalty for Early Termination:** A withdrawal of all or any portion of the principal prior to maturity will cause automatic termination of the Certificate Account. For a Certificate with a term of one year or less, the penalty will be equal to thirty (30) days' worth of dividends, whether earned or unearned, which could reduce the principal balance of the Certificate. For a Certificate with a term of more than one year, but less than three years, the penalty will be equal to sixty (60) days' worth of dividends, whether earned or unearned, which could reduce the principal balance of the Certificate. For a Certificate with a term of three years or more, the penalty will be equal to ninety (90) days' worth of dividends, whether earned or unearned, which could reduce the principal balance of the Certificate.

Termination without Penalty: Early withdrawal without penalty may be made upon the death or declaration of incompetency of any beneficial owner of the Certificate Account. To authorize early withdrawal because of mental incompetency, a certified copy of the court's order or decree must be presented to United Texas.

10. RULES, POLICIES, TERMS, AND CONDITIONS APPLICABLE TO INDIVIDUAL RETIREMENT ACCOUNTS (IRAs)

a. A minimum deposit of \$100.00 is required to open a Traditional IRA, Roth IRA or a Coverdell Education Savings Account. Additional deposits may be made to the account in any amount not to exceed annual contribution limits.

b. For notification purposes, this account is considered a variable rate account. The dividend rate and APY may change. Dividends will be earned daily based on each daily balance of \$100.00 or more and credited directly to the account monthly. The APY assumes funds remain on deposit for the dividend period. The dividend period is the first day of the month through the last day of the month. Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day. You must maintain a daily balance of \$100.00 or more in the account to obtain the disclosed APY. Dividends begin to accrue on the business day you deposit funds to your account. Dividends will not be paid on an account if it is closed during the month prior to payment of dividends. Dividends are compounded monthly and are available after they are paid on the first day of the following month. United Texas reserves the right to change dividend rates and APY, the basis upon which the rates are computed, and the method or frequency of payments, upon proper notification to members. The dividend rates and APY are subject to change monthly. All rates are published weekly and are available online at www.utxcu.com or at any United Texas office. These rates are determined solely at the discretion of the United Texas Board of Directors. Rates are to be effective on the first day of the following month after declaration by the Board of Directors.

c. Refer to the IRA Agreement distributed upon account opening for specific information.

NOTICE: Dividends are based on the credit union's earnings after required transfers to reserves at the end of a dividend period and cannot be guaranteed.

SECTION THREE REGULATION E DISCLOSURE (ELECTRONIC FUNDS TRANSFER - EFT)

1. DEBIT MASTERCARD® TERMS & CONDITIONS Regulation E Disclosure (Electronic Funds Transfer - EFT)

1. Debit Mastercard (the "Debit Card") Terms and Conditions

In consideration of United Texas Credit Union ("United Texas") issuing to me a United Texas Debit Mastercard (the "Debit Card"), I hereby agree to be legally bound by the following terms and conditions upon signing the credit union's Application for the Debit Card or my using the Debit Card issued to me.

Purpose of the Debit Card: The Debit Card may be used to purchase goods and services any place your Debit Card is honored by participating merchants. Funds to cover your Debit Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the credit union will not pay the amount and may terminate all services under this Agreement. At the present time, you may also use your Debit Card to: (1) Make POS (Point of Sale) transactions with your Debit Card to purchase goods and services at merchants that accept Mastercard utilizing the available funds in your checking account, (2) Order goods and services by mail or telephone from places that accept Mastercard.

ATM Transactions: You may use your Debit Card and PIN (Personal Identification Number) in automated teller machines of the credit union, ATM Networks, and such other machines or facilities as the credit union may designate. The PIN is the confidential password that allows your card to access your account. Keep this number confidential. Do not write the PIN on your card or any other document or papers, leave it where anyone can find it, or confide it to any person. You are responsible for the security of your PIN. The Debit Card along with the PIN may be used in any United Texas-owned ATMs without a fee to perform the following functions: withdraw from your savings or checking; deposit to your savings and checking; make loan payments; transfer from checking to savings; transfer from savings to checking; transfer loan payments; inquire for savings and checking balances (amount available to withdraw only).

Other ATM Networks: The Debit Card may be used at any PULSE or CIRRUS ATMs or networks with reciprocal agreements or associated networks with a fee for cash withdrawals, balance inquiries, and transfers only. United Texas-owned ATMs also accept debit and credit cards displaying the PLUS and CO-OP logos.

Foreign Transactions: In this agreement, the term "Foreign Transaction" means a transaction made in person in a foreign country and in some cases in a U.S. territory and also includes Internet and phone transactions made in the U.S., but with a merchant who processes the transaction in a foreign country or in some cases in a U.S. territory. Foreign Transactions made in foreign currencies will be debited from your Account in U.S. dollars. The currency conversion procedure used by Mastercard is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate that Mastercard uses for a particular transaction is the rate Mastercard selects for the applicable currency on the date the transaction is processed, which may differ from the rate selected on the date the transaction occurred or the date the transaction is posted to your account. Additionally, we will charge a Foreign Transaction Fee as set forth in the Fee Schedule on all Foreign Transaction purchase, cash disbursement, and account credit transactions, whether originally made in U.S. dollars or converted from a foreign currency. All fees are calculated based on the transaction amount after it is converted to U.S. dollars. These fees are charged except where excluded.

Mastercard charges us a Currency Conversion Assessment of 20 basis points (0.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 90 basis points (0.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee of 0.2% and a Cross-Border Transaction fee of 0.9%. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard Debit Switch in which the country of the merchant is different than the country of the cardholder.

Purchases: The Debit Card may be used to purchase goods and services at any retail establishment ("Merchant") where: the PULSE or CIRRUS logo is displayed for POS transactions and/or the Mastercard logo is displayed, and Debit Mastercard is accepted by such Merchant. All purchases made with the Debit Card will be deducted from your checking account. You understand that the Debit Card is not a credit card. Whenever the Debit Card is used instead of cash or checks, to make a purchase from a Merchant displaying the Mastercard logo and accepting Debit Mastercard - whether or not you are required to use your PIN to make the purchase - the amount of the purchase shall be debited directly from your primary checking account. You also understand that all purchases constitute a simultaneous withdrawal from your checking account, even though the purchase might not be paid by the credit union from your checking account until a later date. Additionally, Merchants may be required to receive authorization from the credit union for certain purchases which you make. You acknowledge that the credit union is under no obligation to authorize purchases when there are not sufficient funds available in your checking account.

Receipts and Verification: You will receive a receipt for each transaction made at an ATM. Each monetary transaction will also appear on your monthly credit union statement. Deposits are credited subject to verification and collection. **To protect the security of your accounts, do not leave your receipt at the ATM when you complete your transactions. In addition, ATM transaction limits may be imposed by United Texas to protect the security of your accounts.**

United Texas reserves the right to change the Debit Card Terms and Conditions and to implement any charge for services at any time, upon proper notification to members.

Signing the Card: The Debit Card must be signed immediately upon receipt. You acknowledge that in using the Debit Card at any Merchant which displays the Mastercard logo and accepts Debit Mastercard for purchases of goods and services, that you may be required by the Merchant to sign a sales authorization slip to make a purchase. In that event, comparison of your signature on the back of the Debit Card may be used by a Merchant as a means to verify your identity as the owner of the Debit Card. You also acknowledge that in making such purchases you may not be required to use your PIN to conduct the transaction.

2. CARDHOLDER'S AGREEMENT

By making application and/or activating a Debit Card, or by using, presenting or permitting the use or presentation for use of the Debit Card you shall be governed by the following provisions:

- a. The term Debit Card as used in this agreement means a plastic card issued by us for use in and with one or more ATMs, POS terminals or other electronic terminals to communicate instructions and requests for us regarding one or more of the Accounts. Cardholder may not transfer the Debit Card to any other person; and, Cardholder shall return it promptly to us upon request.
- b. Cardholder intends to initiate transfers to and from the Accounts in accordance with the instructions accompanying the Debit Card and by the combined use of the Debit Card and Cardholder's PIN at certain electronic terminals designated by us.
- c. Cardholder will give prompt written notice of loss or theft of the Debit Card to us.
- d. Cardholder's Debit Card is not issued as a medium for obtaining credit and does not entitle Cardholder to overdraw any of the Accounts.
- e. All persons referred to as Cardholders shall be jointly and severally liable for each obligation imposed by this Agreement.
- f. Cardholder agrees that all provisions contained in other agreements governing the Accounts, as such provisions now exist or may hereafter be stated, together with provisions of the "Disclosure Required by Federal Law" delivered to Cardholder by us are part of this Agreement.

3. NOTIFICATION TO ALL MEMBERS AFFECTED BY ELECTRONIC FUNDS TRANSFER (EFT) SERVICES

This information has been assembled and provided to you in accordance with federal law. Please keep this with your other important papers and refer to it when needed.

1. Members' Liability for Unauthorized Transfers and Advisability of Prompt Reporting

If You Should Lose Your Debit Card: If your Debit Card is lost or stolen, notify United Texas at once or the available balance in your account could be in jeopardy. The quickest way to notify us is by telephone. Call United Texas Monday through Friday, during published hours of business at (210) 561-4500 or 1-800-531-8456. You may also send the information by FAX, (210) 561-4502, or by writing us at United Texas Credit Union, 5500 UTSA Boulevard, San Antonio, Texas 78249. When applying for the replacement of a lost or damaged card, a new PIN will be issued.

1. For ATM, Signature-Based and PIN-Based Point of Sale Transactions with your Debit Card: If you believe your Debit Card or PIN has been lost or stolen, you will not be liable once you notify the credit union that someone may or has used your Debit Card or PIN without your permission. Inaction on your part could cause you to lose all the money in your account. To qualify for zero liability coverage, you must: a) exercise reasonable care in safeguarding the Debit Card from risk of loss or theft, b) upon becoming aware of such loss or theft, promptly report the loss or theft to us. Otherwise, your liability will be determined under the standards set forth below for all other unauthorized transfers.
2. For All Other Unauthorized Transfers: If you believe your Debit Card or PIN has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you limit your liability to \$50.00 if someone used your Debit Card or PIN without your permission. If you do not tell us within two business days of the loss of the Debit Card and/or compromise of your PIN, your liability could be as much as \$500.00.
3. If any of your statements show fund transfers that you did not make or authorize, tell us at once. If you DO NOT tell us within sixty days after the statement was mailed to you, you may not get back any money you lost after sixty days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
4. In Case of Errors or Questions about Your Electronic Transfers: Call, write or fax us at the telephone number or address listed in this brochure. We must hear from you no later than sixty days after we send the FIRST statement on which the problem or error appeared. Tell us your name and account number; describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information, and tell us the dollar amount and date of the suspected error. If you tell us orally, you must confirm your complaint or question in writing to us within ten business days.

We will tell you the results of our investigation within ten business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point of sale transaction or foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten business days for the amount you believe 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 business days, we may not credit your account. If we decide there was no error, we will send you a written explanation within three business days after our investigation is complete.

For Point-of-Sale Transactions:

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, we may take up to ninety (90) days to investigate your complaint or questions.

If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not credit your account.

Business Days at United Texas Credit Union:

The United Texas lobbies are open for business Monday through Friday. We are closed on some holidays and Sundays. Although selected credit union drive-through lanes are open on Saturday, it is not an official business day. Refer to the United Texas website at www.utxcu.com for current office hours by location.

Disclosure of Account Information to Third Parties:

We will disclose information to third parties about your account or the transfers you make:

- 1) when it is necessary for completing or resolving errors involving transfers,
- 2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant,
- 3) in order to comply with government agency or court orders, or
- 4) if you give us your written permission.

Right to Receive Documentation of Transfer:

- 1) You are provided a receipt at the time you make any transfer to or from your account using one of our ATMs.
- 2) If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person, company, or agency, you can call us at (210) 561-4500 or 1-800-531-8456 to find out whether the deposit has been made.
- 3) You will receive a monthly account statement unless there are no transactions in a particular month. In any case, you will receive a statement semi-annually.

2. United Texas Liability for Failure to Make Transfers:

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will NOT be liable:

1. if, through no fault of ours, you do not have enough money in your account to make the transfers,
2. if the transfer would exceed any established credit limit (Line of Credit, etc)
3. if the ATM was not working properly and you knew about the breakdown when you began the transfer,
4. if the ATM where you are making the transfer does not have enough cash,
5. if circumstances beyond our control (fire, flood, power outages, etc) prevent the transfer, despite reasonable precautions that we have taken,
6. if your funds are subject to legal process or other encumbrance restricting such,
7. if your PIN or Debit Card is reported lost or stolen and/or,
8. if we are holding uncollected funds in your account and the transfer would require the use of those funds.
9. There may be other exceptions stated in our agreement with you.

3. Right to Revoke or Stop Payment of Pre-Authorized Debits/Electronic Transfers:

Automated Clearing House (ACH) rules allow members to permanently stop/revoke (all future payments) previously authorized recurring electronic debits to their accounts. However, the member must notify the ACH originator (company that is debiting the account) to do this and must abide by the notification requirements of the contract signed to allow these automatic electronic debits.

Members may stop payment (one payment) on a previously authorized recurring electronic payment (ACH debit). The member must notify United Texas at least three business days before the scheduled debit in order to provide United Texas sufficient time to act on the stop payment request. The member must supply sufficient and accurate information in order for the credit union to identify the payment to be stopped. United Texas will not be held responsible if the ACH debit posts to the member's account due to receipt of inaccurate information.

United Texas will accept an oral stop payment order. However, the member must complete, sign and return to United Texas a written ACH stop payment order within 14 calendar days. The oral stop payment will not be effective after that date if the written order is not delivered to United Texas within 14 days.

The stop payment order will remain in effect until the earliest of the following occurs: 1) a lapse of six months from the date of the stop payment order, 2) payment of the debit entry has been stopped (one payment only will be stopped; any others received after the first one will be paid), or 3) the member withdraws the stop payment order (withdrawal must be in writing) and United Texas has reasonable time to act on it.

4. Right to Receive Notice of Varying Amounts:

If these regular payments vary in amount, please have the person or agency to which the payment will be made notify you of the date and amount of each payment ten days before it is scheduled to occur. You may choose instead to receive 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.

5. Illegal Transactions:

You agree that you will not cause or allow your Debit Card or PIN to be used in any manner or for any transaction that we believe poses an undue risk of illegality and we may decline to authorize any such use or transaction.

Please refer to the Service Fee Schedule for information about charges for electronic fund transfers.

4. BANK-TO-BANK TRANSERS DISCLOSURE

a. Preauthorized credits and loan payments to United Texas: By enrolling, you authorize United Texas to initiate debit withdrawal entries to your checking or savings account at the depository institution disclosed on the completed authorization agreement, and you also authorize the stated depository institution to accept and to debit the amount of such entries to your account. By signing the provided authorization agreement, you agree that the initiated entries are to be governed by the rules of the National Automated Clearing House Association and agree to be bound thereby.

You acknowledge that this authority is to remain in full force until United Texas receives a completed termination request from you stating your intention to terminate this agreement. It is understood that United Texas must receive this termination request at least two weeks prior to the next preauthorized debit transmittal date and in no event shall this termination request be effective with respect to entries processed by United Texas prior the receipt of the termination request.

Funds must be available at the depository institution and if funds are returned as insufficient, a fee will be assessed as set forth in the Service Fee Schedule. For loan payments to United Texas, funds must be available at the depository institution at least two business days prior to the loan payment due date in order for this preauthorized debit transaction to be effective. It is understood that United Texas will in no way be liable for delinquent loan payments if the above stated terms have not been met.

b. Preauthorized credits to OTHER financial institutions: By enrolling, you authorize United Texas to initiate credit entries to your checking or savings account at the depository institution disclosed on the completed authorization agreement, and to initiate, if necessary, debit entries and adjustments for any credit entries in error to your account. You also authorize the stated depository institution to accept and to credit and/or debit the same amount of such entries to your account. By signing the provided authorization agreement, you agree that the initiated entries are to be governed by the rules of the National Automated Clearing House Association and agree to be bound thereby.

You acknowledge that this authority is to remain in full force until United Texas receives a completed termination request from you stating your intention to terminate this agreement. It is understood that United Texas must receive this termination request at least two weeks prior to the next preauthorized credit transmittal date and in no event shall this termination request be effective with respect to entries processed by United Texas prior to the receipt of the termination request.

Funds must be available for collection by United Texas at least two business days prior to the ACH credit. If the available balance at United Texas is less than the transaction amount, the item will not be processed. There may be a five-day hold placed on the credit to ensure collection of funds.

5. CHECK 21/EXPEDITED RECREDIT

The Check Clearing for the 21st Century Act (known as "Check 21"), a federal law effective on October 28, 2004, was enacted to increase the efficiency of the U.S. check clearing system. Check 21 permits banks and credit unions to replace an original check with a paper reproduction, or "substitute check", and to accept substitute checks as they would the originals. Substitute checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Because of Check 21, some items may clear faster than before. As always, United Texas encourages members to monitor their account activity and authorize transactions only against available funds.

If you request a copy of a check, it is likely that some of the items received will be substitute checks. By federal law, the substitute check is the legal equivalent of the original for any purpose. You should retain substitute checks in the same manner as original checks.

Substitute Checks and Your Rights

This section describes rights you have when you receive substitute checks from us. These rights do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

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

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

If you use this procedure, and your account is used for personal, family or household purposes, you may receive up to \$2,500 of your refund (plus dividends if your account earns dividends) within 10 business days after we received your claim and the remainder of your refund (plus dividends if your account earns dividends) not later than 45 calendar days after we received your claim. We may reverse the refund (including any dividends on that refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at (210) 561-4500 or 1-800-531-8456. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

SECTION FOUR REGULATION CC DISCLOSURE (FUNDS AVAILABILITY POLICY)

This information has been assembled and provided to you in accordance with federal law. Please keep this with your other important papers and refer to it when needed.

1. YOUR ABILITY TO WITHDRAW FUNDS FROM YOUR CHECKING ACCOUNT

Our policy is to make funds from your deposits to your account available to you on the day we receive your deposit unless you are advised of a delay. On the day you make a deposit, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written.

If you make a deposit in person, to one of our employees, we will consider that day to be the day of your deposit. However, if you make a deposit on a day that particular office is not open, we will consider the deposit made on the next business day for that office.

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

2. SPECIAL RULES FOR UNITED TEXAS AUTOMATED TELLER MACHINES

Deposits made to your Checking Account through the Automated Teller Machine may be available next day if your deposits are made prior to 8:00 AM CST and the items are not subject to delays.

3. MEMBER RESPONSIBILITY

Please remember that even after we have made funds available to you and you have withdrawn the funds from your account, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

4. RESERVATION OF RIGHT TO HOLD

In some cases, we will not make all of the funds that you deposit by check available to you on the same business day we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposit will be available on the first business day after the day of your deposit.

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

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

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

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

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

5. SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 30 days of your membership. Funds from electronic direct deposits into your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 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 day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury Check) is not made in person to one of our employees, the first \$5,525 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 business day after the day of your deposit.

6. HOLDS ON OTHER FUNDS

If we accept for deposit a check that is drawn on another bank, we may cash a check or 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 any Account with us. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

7. UNITED TEXAS RIGHT TO REFUSE A DEPOSIT

United Texas reserves the right to refuse check(s) for deposit.

This document forms part of the agreement between United Texas and you, as a member, with regard to any and all of the services provided and are set out in this document. Services are subject to change without notice.

SECTION FIVE
PRIVACY POLICY

Rev. 8/2017



FACTS		WHAT DOES UNITED TEXAS 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: <ul style="list-style-type: none"> * Social Security number and income * Account balances and payment history * Credit history and credit scores 		
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 United Texas Credit Union chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does United Texas Credit Union share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes - to offer our products and services to you		Yes	Yes
For joint marketing with other financial companies		Yes	Yes
For our affiliate's everyday business purposes - information about your transactions and experiences		No	We do not share.
For our affiliate's everyday business purposes - information about your creditworthiness		No	We do not share.
For our affiliates to market to you		No	We do not share.
For nonaffiliates to market to you		No	We do not share.
To limit our sharing	<ul style="list-style-type: none"> * Call 210.561.4500 or 1.800.531.8456. * Visit us online: www.utxcu.com <p>Please note: If you are a new member, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our member, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>		
Questions?	Call 210.561.4500, 1.800.531.8456 or go to www.utxcu.com .		

Who we are	
Who is providing this notice?	United Texas Credit Union and Credit Union Income Solutions, LLC
What we do	
How does United Texas 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 United Texas Credit Union collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> * open an account or deposit money * pay your bills or apply for a loan * use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> * sharing for affiliates' everyday business purposes - information about your creditworthiness * affiliates from using your information to market to you * sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. * <i>Our affiliate is Credit Union Income Solutions, LLC.</i>
Nonaffiliates	Companies not related by common ownership and control. They can be financial and nonfinancial companies. * <i>United Texas does not share with nonaffiliates.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. * <i>Our joint marketing partners include direct marketing, insurance, credit card and other financial service companies.</i>