



Account Opening Agreements & Disclosures

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EECU DEPOSITORY AGREEMENT

In this **Agreement**, the words *you* and *your* will mean any and all persons who sign the **Account Application** in connection with the opening of the Account(s) described on such application. The words: *we, us, Credit Union* and *our(s)* mean EECU. This document, along with any other documents we give you pertaining to your Account(s), is a contract that establishes rules that control your Account(s) with us. Please read this carefully. If you sign an **Application** (signature card), open or continue to have your account with us, you agree to these rules. This **Agreement** is subject to applicable federal laws and the laws of the state of Texas (except to the extent that this agreement can and does vary such rules or laws). The purpose of this document is to:

- Summarize laws that apply
- Establish rules to cover transactions or events which the law does not regulate
- Provide disclosures to which you may be entitled or in which you may be interested

BYLAWS - Our bylaws, which we may amend from time to time, establish basic rules about our Credit Union policies and procedures that affect your Account and membership. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws and in the **Truth-In-Savings Disclosure**.

MEMBERSHIP / BYLAW REQUIREMENTS – You must be within the Credit Union’s field of membership to be eligible for membership. To join the Credit Union you must purchase and maintain the required share(s) as prescribed by the Credit Union’s bylaws and ancillary documents, as applicable, including the **Truth-In-Savings Disclosure**. We will require a minimum deposit to open your Account(s) and the amount of such minimum deposit will be set forth in the **Truth-In-Savings Disclosure and Fee Schedule**. **The minimum deposit requirement may be waived when opening an account for various reasons (e.g., direct deposit). However, if the account is not funded within 45 calendar days, the account will be closed.**

REQUIRED PROCEDURES FOR OPENING A NEW ACCOUNT – To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: **When you open an account, we will ask for your name, address, date of birth, SSN/TIN and other information that will allow us to identify you.**

AGREEMENT/AUTHORIZATION – In that regard, you authorize us to establish one or more Accounts for you and on your behalf in the form of a Checking Account, Savings Account, Money Market Account or Certificate Account, and you agree that such Account(s) shall be governed by the terms of this Agreement, the Account Application, Funds Availability Disclosure, Truth-In-Savings Disclosure, Electronic Fund Transfer Agreement, Fee Schedule and the Credit Union Bylaws and Policies now in effect and as amended or adopted hereafter.

You agree that all owners, borrowers and authorized users may have access to all of the information you provide us or that we gather and maintain regarding our relationships with you. This includes, but is not limited to, information regarding transactions, account history, your loan relationships with us and other information relating to or arising with regard to any of your account(s), loans or other services with us. You acknowledge and agree that any owner of a Joint Account or service, or any co-borrower may provide authority to others, who will have access to all such information as to all owners and/or co-borrowers. Further, you understand that we utilize a consolidated statement for your Account(s), account services, loans and all other services with us. You understand and agree that we are authorized to send jointly and/or provide to any individual owner or borrower a statement that includes all of the information on the consolidated statement even though all parties receiving the statement may not be owners or borrowers as to all of the Account(s) or services addressed in the statement.

ACTIVE MILITARY MEMBERS AND DEPENDENTS:

Any terms, conditions or provisions herein, or in any other agreement, document or disclosure, contrary to the Military Lending Act (“MLA”) are void for the period(s) during which you are entitled to the protections of the MLA.

COMPLAINT NOTICE

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

EECU
PO Box 1777
Fort Worth, TX 76101
(817) 882-0800 or service1@eecu.org

The credit union is incorporated under the laws of the State of Texas and is subject to regulatory oversight by the Texas Credit Union Department. If any dispute is not resolved to your satisfaction, you may also file a complaint against the credit union by contacting the Texas Credit Union Department at 914 East Anderson Lane, Austin, Texas, 78752-1699, Telephone number: (512) 837-9236, Fax Number: (512) 832-0278; Website: www.cud.texas.gov, email: complaint@t cud.state.tx.

TYPES OF ACCOUNTS

SINGLE PARTY ACCOUNT – A single party account is an account owned by one member. Upon the death of the account owner, all sums in the account will pass, subject to applicable law, to the decedent's estate or Payable on Death (POD) beneficiary.

MULTIPLE PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP – A multiple party account with right of survivorship is an account owned by two or more persons. On the death of one party to the account, all sums in such account on the date of the death shall vest in and belong to the surviving party(s) as his or her separate property and estate and shall be subject to withdrawal or receipt by the surviving party(s). Unless otherwise agreed, all funds deposited into a multiple party account, including any earnings thereon, shall be owned by you jointly, with all who sign the **Account Application** with the right of survivorship. Payment to the surviving party(s) shall be valid and discharge us from any and all liability for such payments. We make no representation concerning the effectiveness of these survivorship rights and you understand that you should consult with your attorney regarding the validity, effectiveness and fitness of such survivorship designation.

TRUST ACCOUNT – By opening or maintaining any Trust Account with us, you agree that the following terms and conditions apply to and govern any account. In this **Agreement**, the term "Trust Account" means any account maintained or opened by or in the name of any revocable trust. The parties named as trustee(s) to the account own the account in proportion to the parties' net contributions to the account. A trustee may withdraw funds from the account. A beneficiary may not withdraw funds from the account before all trustees are deceased. On the death of the last surviving trustee, the ownership of the account passes to the beneficiary. The trust account is not a part of the trustee's estate and does not pass under the trustee's will or by intestacy, unless the trustee survives all of the beneficiaries and all other trustees.

- We, at our option, may issue shares or accept deposits in a revocable trust subject to such membership requirements as we may impose from time to time in keeping with the applicable law.
- If you request that we open a Trust Account, you agree that we are authorized to release the funds in any such account upon the signature of any trustee. You agree that if we make payment to any Trustee or Successor Trustee, or at the direction of any one of the Trustees or Successor Trustees named, the payment shall be valid and shall discharge us from any liability for the sums paid.
- Any trustee authorized to sign on any such account shall be subject to the terms and conditions set forth in the **Agreement** and any other **Agreement** governing any such account(s).
- You agree that we shall have no fiduciary responsibility or obligation in connection with any such account beyond our obligations set forth in the **Agreement**, and that we shall serve solely as a depository for the trust funds.
- You and any Trustee agree to save, indemnify, defend and hold us harmless from any claim, demand, suit or other charge by any person arising out of or resulting from the establishment, maintenance and transaction of any business related to the trust and any account established for the trust.

CERTIFICATE ACCOUNT – Any Certificate of Deposit Account offered by the Credit Union is nontransferable and subject to the terms of this **Agreement** and the specific terms and disclosures set forth in the **Truth-In-Savings Disclosure**. Regulation D requires an early withdrawal penalty equal to at least seven (7) days' simple interest on amounts withdrawn in the first six days after deposit. See the **Truth-In-Savings Disclosure** for additional early withdrawal penalties, minimum balance requirements, transaction limitations, etc.

FIDUCIARY ACCOUNT – Accounts may be opened by a person acting in a fiduciary capacity. This account may be opened and maintained by a person or persons named as a trustee under a written agreement, or as an executor, administrator, guardian or conservator under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor the terms of the trust or letters.

PAYABLE ON DEATH (POD) ACCOUNT – A POD account is an account payable on request to one or more persons during their lifetime and upon the death of the last of those persons, payable to one or more POD payees named in the **Application**. You agree that the person(s) named as POD payee(s) in any **Account Application** or Payable on Death Agreement, whether one or more are designated as POD payees. During your lifetime, all funds paid into or deposited in the Account(s) designated, including any earnings thereon, shall be owned by you, and payment may be made upon your request or the request of any joint owner. If there is more than one owner, then during your lifetimes the provisions set forth above with regard to Joint or Multiple Party Accounts with Right of Survivorship shall control. Upon your death (the death of the last of you to survive), all such funds shall be owned by the POD payee(s) surviving. Payment may be made at the request of any named POD payee then living, and any payment made upon the request of any surviving POD payee(s) discharges us from any and all liability to that POD payee and any remaining POD payees or their heirs, executors and personal representatives. You, your heirs, executors and personal representatives agree to defend, indemnify and hold the Credit Union harmless from any claims asserted by any person or estate as a result of the payment of funds deposited in the Account designated. You understand and agree that a POD designation shall be ineffective with respect to any account held in an Individual Retirement Account.

SOLE PROPRIETORSHIP ACCOUNT – A Sole Proprietorship is an unincorporated business owned by an individual that is not a separate legal entity. Individuals that co-mingle or use a personal account for sole proprietorship business purposes must provide the following:

REQUIRED INFORMATION – You are required to inform the credit union **at least annually** of any changes in the following:

- (A) the name(s) of the business owner;
- (B) the physical address of the business;
- (C) the home address of the business owner(s); and the driver's license number of the business owner(s) or the personal identification card number issued to the business owner(s) by the Department of Public Safety.

The sole proprietorship must provide a copy an Assumed Name Certificate (DBA), if any. If EECU is not notified about applicable changes, your account may be subject to closure.

DISCLOSURE OF INFORMATION – The Credit Union may not unreasonably withhold the information described as required in response to a written request for the information that:

- (1) is made by a person to whom the financial institution has returned a dishonored check or draft that was issued to the person by a business that maintains a business checking account; and
- (2) includes a photocopy of the dishonored check or draft.

The Credit Union is not liable to an account holder or other person for the disclosure of information and can assess a reasonable research fee.

TERMS AND CONDITIONS

DELETION/TERMINATION OF JOINT OWNER – The primary member of the Credit Union, without notice to the joint owner(s), and upon written notice to the Credit Union by completing a new application, may unilaterally change the form of the joint account to delete or terminate the joint owner(s) from any and all Account(s) held at the Credit Union. Such action by the primary member will terminate any interest the joint owner(s) may have in any of the Account(s) held at the Credit Union under this **Agreement**. Any joint owner may remove himself or herself from any and all Account(s) by completing a new application and executing the "Delete Joint Owner" transaction. Such action by the joint owner will terminate any interest the joint owner may have in any and all Account(s) held at the Credit Union under this **Agreement**. Any joint owner agrees, however, that he or she will remain responsible for any transactions taken by any party to the Account prior to the deletion.

POWERS OF ATTORNEY – We are not required to recognize any power-of-attorney to act on an account, even if we have previously accepted the power-of-attorney for other transactions. We can, but are under no obligation to require that the form granting authority be signed by all parties to your account(s). If we accept a power-of-attorney, we may continue to recognize the authority of your attorney-in-fact until we receive written notice of revocation or termination and have had a reasonable time to act upon it. We also reserve the right to restrict the types or sizes of transactions we will permit an attorney-in-fact to conduct on a case-by-case basis and may require the attorney-in-fact to present the original power-of-attorney before conducting any transaction. A person acting under a power-of-attorney is not an owner of an account, no funds in the account belong to that person by reason of that capacity, and that person has no right of survivorship in the account.

INTEREST – The Credit Union's payment of earnings on your Account(s) is subject to the **Truth-In-Savings Disclosure**.

INACTIVE ACCOUNTS – We are required by state law to preserve an Account that is inactive. An Account is inactive if for more than one (1) year there has not been a debit or credit to the Account because of an act by you or your agent (other than the Credit Union) and you have not communicated with us. An Account is presumed abandoned if: (a) the Account has been inactive for at least three (3) years from the date of your last transaction on the Account or your last communication with us or (b) we are unable to locate you. If an Account is presumed abandoned, we are required to report the abandonment and to pay the funds in the Account to the state. Once funds are turned over to the state, the Credit Union 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.

FEES AND OTHER CHARGES – Your Account(s) shall be subject to certain charges as disclosed in the **Fee Schedule**, which may be amended by us from time to time. In consideration for the services rendered by us, you agree to pay all such charges and you authorize us, without notice to you, to debit your Account(s) for all service and maintenance charges, transaction fees, charges for returned items and overdrafts, and other reasonable and customary charges imposed by us at such rates and amounts as we may establish from time to time.

In addition, you will be liable to us for costs and expenses, including attorney's fees, which we incur whenever we are served with legal papers in conjunction with a judgment, tax lien or other legal matter resulting from legal proceedings in which you are involved or which involve your Account(s) with us. You agree to pay all such charges, and you authorize us to debit your Account(s) for these amounts without notice to you.

Fees may be imposed by other parties if a transaction or inquiry is made by you at an ATM not operated by EECU. See the **Electronic Fund Transfer Agreement**.

DEPOSIT OF FUNDS – All deposits received for your Account(s) shall be subject to Regulation CC and our **Funds Availability Policy**, and any additional rules incorporated in such policy. All cash deposits received for your Account(s) shall be subject to verification. All counts on cash deposit verifications made by us shall be final.

If you request that we accept a check for a deposit that has already been deposited at a financial institution but returned, we are under no obligation to accept that check for deposit. If we do, however, you agree to hold us harmless from any loss or liability, including consequential damages, attorney's fees and expenses that may arise because of our acceptance of the item. In any event, in our discretion we may refuse any deposit, limit the amount which may be deposited, accept all or any part of a deposit for collection only, return all or any part of a deposit, or close the account subject to applicable regulations.

ENDORSEMENTS – You will not place an endorsement, other writing or marking on a check or other negotiable demand draft in the area reserved for our endorsement as prescribed in the **Funds Availability Disclosure** of Regulation CC including Appendix D. You understand that the payee's endorsement must be placed on the trailing edge of the check. The "trailing edge" is defined as the right side of the check looking at it from the back; and that the area from the trailing edge of a check to 1.5 inches from the trailing edge of a check is reserved for the payee's endorsement. You agree to hold us harmless from any loss or liability, including consequential damages, attorney's fees and expenses arising in connection with your failure to adhere to our endorsement and encoding standards and those of Regulation CC, including but not limited to any loss or liability resulting from improper encoding or delay in forwarding or returning a check due to an improper endorsement by you.

DIRECT DEPOSIT – We 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 for other accounts with us. You must authorize any Direct Deposits to your accounts by a separate authorization form. If applicable, you must notify us 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 bankruptcy, if you fail to cancel any Direct Deposit authorization, you instruct your employer and us to make and apply Direct Deposits in accounts with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree that we may deduct the amount returned from any of your accounts, unless prohibited by law.

REDEPOSITED ITEMS – If you request that we accept a check for deposit that has already been deposited at a financial institution but returned, we are under no obligation to accept that check for deposit. If we do, however, you agree to hold us harmless for any loss of liability, including consequential damages, attorney's fees and expenses that may arise because of improper encoding or a delay in forwarding or returning the check because the endorsement is not readable or because of some other condition on the back of the check which adversely affects the ability of a financial institution to endorse the check legibly in accordance with Regulation CC, whether or not the condition was caused by you.

IDENTIFICATION OF ACCOUNT - You will be responsible for any loss or expense caused by your failure to properly identify the account(s) to which a deposit is intended to be made.

VERIFICATION OF DEPOSITED FUNDS – When we accept deposits and issue receipts, such deposits and receipts are subject to subsequent verification and correction if necessary. If we determine that a deposit does not contain all items claimed to be deposited, we may correct the error and adjust your account balance.

STALE DATED ITEMS – We shall be under no obligation to pay a check that is presented for payment more than six months from its date of issuance.

POSTDATED OR CONDITIONAL ITEMS – Items drawn on or presented for deposit in your Account(s) shall not be incomplete items, postdated items, items endorsed "without recourse" or the like, or conditional items. We shall not have any duty to discover, observe or comply with incomplete, postdated, or conditional items, nor shall we have any liability for accepting for deposit, payment, refusing to pay or rejecting any of the above items. You agree that your endorsement "without recourse", or the like, shall not affect your warranties or liability to us on the item. You will hold us harmless from any and all loss and liability incurred by you due to the inadvertent payment by us of all such items.

TRANSACTION LIMITATIONS – The Credit Union reserves the right to require written advance notice of any intent to withdraw from any Savings, Certificate or Money Market Savings Account of not less than seven (7) days in accordance with Regulation D.

The Credit Union may restrict or prohibit withdrawals for any of the following reasons: If we receive notice of death or incompetence of a person having the right of withdrawal; if we suspect fraud or malfeasance; if there is a dispute between owners; if the Account secures an obligation to the Credit Union; if required documentation has not been presented; if you have failed to repay a Credit Union loan on time; or if a levy, legal garnishment or attachment is served.

CREDIT UNION LIABILITY – Except for losses caused by our failure to exercise ordinary care or our failure to act in good faith, we shall not be liable for any action or inaction regarding the payment or nonpayment of items, collection of items, other withdrawals or advances of credit in satisfaction of overdrafts.

OVERDRAFTS – We shall be under no obligation to pay any item, the amount of which exceeds the balance in your Account(s), but we may do so in our sole discretion. If we refuse to pay an item drawn on an Account because of insufficient funds, or if we pay an item that overdraws your Account, you will be subject to a service charge for each such item. Transactions authorized by you that may cause your account to become overdrawn include but are not limited to the following:

- Checks (paper or electronic)
- ACH Debits
- Debit card purchases

In addition, you authorize us to deduct any overdraft from your next deposit (including a Direct Deposit of Social Security or other government benefits), to withhold or to transfer funds from any other Account to which you are a party in amounts sufficient to cover any overdraft and overdraft fees, or to use any other collection remedy available to us by law. You agree to pay us immediately, upon demand, the amount of any overdraft(s) created in any manner in your Account(s). We do not in any way obligate ourselves to pay any item that would overdraw your Account(s), regardless of the frequency with which we may do so as a

matter of practice. If an overdraft is collected through probate, bankruptcy or other judicial proceedings, or if we deem it necessary to retain an attorney to collect the unpaid overdraft, you agree to pay, in addition, all other expenses in connection with any such proceeding, including our reasonable attorney's fees.

WITHDRAWAL OF FUNDS – Generally, unless clearly indicated otherwise on the account records, any of you, acting alone, who sign in the space designed for a signature on the **Application** (signature card) may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person signing the **Application** to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

**You agree to only purchase and use check stock/blanks approved by the Credit Union;
and you agree to sign and/or endorse check blanks using non-gel black or blue ink.**

We may refuse any withdrawal or transfer request that you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request that is greater in number than the frequency permitted, or that is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. See the **Funds Availability Disclosure** for information about when you can withdraw funds you deposit. For those accounts to which our **Funds Availability** policy does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

STOP PAYMENT ORDERS – You may stop payment of items drawn on your Account(s). You agree to hold us harmless from any claim, loss, damage or expense incurred, including attorney's fees, by virtue of our refusing payment of any item on which you have stopped payment, as well as for payment of any item after your stop payment order has expired. A stop payment order for drafts will be effective for six (6) months and may be renewed upon a request made in writing to us. A stop payment order, a renewal of any such order, or a revocation of any such order shall not be effective unless it is delivered to us in writing during regular business hours. Further, a stop payment order, renewal or revocation shall not be effective until we have had a reasonable opportunity to act on any such order, renewal or revocation. A stop payment order must state the precise amount, date, check number, name of payee and any other information that we may reasonably require. If that information is not provided, we will not be responsible if we are unable to stop payment. If the order is made orally, we have no obligation to honor it. If we do honor an oral stop payment order, it will only be binding for fourteen (14) days after which it must be renewed in writing. Any stop payment order or renewal will incur a charge which is set on the Fee Schedule. You agree that we may honor a stop payment order, revocation or renewal if made by the person who signed the check to be stopped or any other person who is signed on the Account Application or is otherwise authorized to transact business relating to the Account. You agree that we will not be liable for any inadvertent payment of any item, notwithstanding a stop payment order, if we have used ordinary care and followed our usual practices in handling such an order.

You may not stop payment of cashier's checks or Credit Union checks issued by us at your request. In the event that you request that we stop payment of any cashier's check or Credit Union check, we shall be under no obligation to do so. However, in the event that, in our option, we agree to stop payment to your request, you will be required to provide us with an indemnity bond supported by such surety or sureties as we may deem sufficient, to indemnify us against any possible loss in connection with the presentment or payment of the original item.

If an item is paid over a valid stop payment order due to our failure to exercise ordinary care, we will be liable to you for any loss you suffer as a result of that inadvertent payment. You agree that it will be your responsibility to establish any such loss. You agree that we will never be liable for more than your actual loss and that we will not be liable for any consequential damages. If we re-credit your Account after paying an item over a valid stop payment order, you will take whatever action we deem necessary to transfer to us all of your rights against the payee or holder of the item and to assist us if we take legal action against the payee or any other person. For information concerning your right to stop payment of preauthorized electronic fund transfers, please refer to the **Electronic Fund Disclosure**.

ACH AND WIRE TRANSFERS – If you initiate or receive debits or credits to your Account(s) via wire transfer or ACH transfer, you agree that the Credit Union is not required to notify you at the time the funds are received and that the transfer will be shown on your periodic statement as required by UCC 4A.

If you originate a fund transfer for which wire or ACH is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by Automated Clearing House Association (ACH) rules. These rules, provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such, we are entitled to a refund from you in the amount credited to your account and the party originating

such payment will not be considered to have paid the amount so credited. We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Texas as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

LOANS AND OBLIGATIONS TO THE CREDIT UNION – All borrowers and owners of collateral hereby authorize the Credit Union or its agent to file, execute, sign, authenticate and take all other actions it deems necessary or proper in said parties' name(s) and stead with regard to the said parties' obligations to sign, file or obtain any lien, evidence of lien, financing statement, certificate of title or other security instrument we deem necessary for the attachment or perfection of our lien rights in any collateral pledged to secure the borrower's obligations to the Credit Union, as well as any additional collateral we may require under the terms of this **Agreement**, any alternate collateral we agree to accept, or sale of such collateral in the event of default, which authority includes any modification, amendment, continuation or re-filing.

You hereby consent and agree that we may share any information regarding your obligations with us or collateral pledged to secure any obligations you owe to the Credit Union with any co-borrower(s), cosigner(s), owner(s) of collateral pledged and any other lien holder(s) on your Account(s).

You may apply for additional financial services or seek to refinance your loan and other obligations from time to time with other lenders or financial service providers. You may also seek to sell, trade, transfer or exchange collateral pledged to secure your obligations with us. You authorize and specifically grant us permission to provide orally, electronically or in writing "payoff" and other information including the amounts you owe on all obligations to us, or if we receive a request which we in good faith believe to be related to any such application, refinancing, sale, trade, transfer or exchange. To expedite such transactions for your benefit, you agree that we can rely on the representations made to us by a third party, and our duties to you hereunder do not require us to investigate or document a request for such information.

FAIR AND ACCURATE CREDIT REPORTING

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS – Late payments, missed payments or other defaults on your account may be reflected in your credit report.

CREDIT UNION LIEN AND SECURITY INTEREST – You may pledge all or any part of the deposits in your Account(s) as collateral security for a loan or loans. In any event, whether you are a borrower, guarantor, endorser or otherwise, the Credit Union has a lien on any or all of the funds in any Account(s) in which you have an ownership interest unless prohibited by law. In addition, you grant the Credit Union a consensual security interest in your Account(s) to pay any debt or amount owed to the Credit Union, unless prohibited by law.

For the purpose of your pledge to secure your obligations to the Credit Union, our common law right of setoff, and otherwise, share(s) mean all deposits in any Savings, Checking, Club, Certificate, Money Market, P.O.D., Revocable Trust or Custodial Account(s), whether jointly or individually held – regardless of contributions, that you have on deposit now or in the future, all of which are deemed "general deposits" for the purpose of your pledge. Your pledge does not include any IRA.

ELECTRONIC RECORDS – To facilitate electronic commerce, to reduce the expense of records storage, and to obtain the benefits of faster access to records, you acknowledge and agree that we may at our discretion store all records electronically, and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. You further acknowledge and understand that we will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.

ELECTRONIC AND FACSIMILE SIGNATURES – You authorize us, at any time, to charge you for all checks, drafts or other orders, for the payment of money that are drawn on us regardless of by whom or by what means electronic signature(s) or facsimile signature(s) may have been affixed, so long as your Access Code and or PIN is used appropriately or the facsimile signature(s) resemble the signature specimen filed with us, and contains the required signature(s) for this purpose.

STATEMENTS – You will receive a periodic statement from us, or notice of the availability of your statement, describing all activity on your Account(s) during the statement period as required by **Truth-In-Savings** and **Regulations E and Z**. The periodic statement will list all account and/or loan information as described in this **Agreement**. If you have a multiple party Account, we are only required to provide one periodic statement to any of the account owners identified on the **Account Application**. If provided electronically, statements will be (1) e-mailed to you as an attachment or (2) you will be sent a notice via email that will direct you to a site we maintain or cause to be maintained where you may access, review, print and otherwise copy/download your periodic statements using procedures that we authorize. E-mails from us will be sent to the e-mail address provided by any owner.

BILLING RIGHTS – Important information about your rights and our responsibilities under the FairCredit Billing Act

Notify Us In Case Of Errors Or Questions About Your Statement. If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

Your Rights And Our Responsibilities After We Receive Your Written Notice. We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to send statements to you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone that we report you to that you have a question about your statement. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your statement was correct.

Special Rule For Credit Card Purchases. If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (a) You must have made the purchase in your home state or, if not within your home state, within one hundred (100) miles of your current mailing address and (b) The purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

WITHDRAWAL OF SERVICES – You warrant and agree that you will not use any Credit Union Accounts or services, including but not limited to loans, to make or facilitate any illegal (transactions) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of the **Agreement**. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us) under applicable law, including but not limited to any transactions involving or relating to any gambling activity. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or an authorized user(s), or for declining to accept, process or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any such suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

In the event that any Credit Union member causes a loss to the Credit Union, or makes known his or her intention to cause a loss to the Credit Union, whether by way of loan default, Account overdraft or otherwise, it is the policy of the Credit Union to withdraw member services otherwise extended to that member including but not limited to the right to maintain Account(s) at the Credit Union (excepting a basic Savings Account) and the right to payment of interest. To the extent allowed by applicable law, regulations and the Credit Union Bylaws, your credit union membership may be terminated if you cause a loss to the Credit Union.

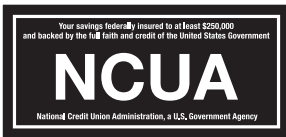
The use of your Account(s) is subject to all applicable Texas and federal laws and regulations, and to such other terms, conditions and requirements as we may establish from time to time. We may close your Account(s) at any time at our sole discretion. In such event, after all charges have been paid and subject to any lien, security interest or right of setoff we may have against your funds on deposit, we will tender the available funds on deposit in such Account(s) to you either personally, by mail to the address of current record, or by transfer to your Savings Account.

YOUR AGREEMENT WITH THE CREDIT UNION – All Account(s) and Account services are governed by the terms and conditions in this **Agreement**; your **Account Application(s)**, Account receipts, statements, and Certificates; any other **Application** or **Agreement** we require; together with the Credit Union's Bylaws, policies and procedures, which are herein collectively referred to as "**Agreement**". This **Account Agreement** governs all your Account(s) and services, including but not limited to loan services, whether opened now or in the future, except as specifically provided in this **Agreement** or other **Agreement(s)** with us. This **Agreement** may be amended or revised by us at any time, and any change in the **Agreement** shall be effective at the earliest time allowed by law. This **Agreement** is binding upon all parties hereto and their heirs, successor, assigns and any other person claiming any right or interest under or through said parties.

Should your Account(s) be closed at any time or times by withdrawal of the balance of the Account(s) and later re-opened by you, and a new **Account Application** is not signed, such re-opened Account(s) shall be subject to all the terms and conditions of this **Agreement**.

We may waive any of the provisions of this **Agreement**. In the event we waive any right we have under this **Agreement**, it will not prevent enforcement of that right at a later date. If any provision of this Agreement shall be declared invalid, unenforceable or illegal, that part will not affect the validity, enforceability of legality of any other provision.

National Credit Union Share Insurance Fund – Member Account(s) in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.



Legal Revision Date: 6/10/2021

FUNDS AVAILABILITY DISCLOSURE

Welcome to EECU. Our goal is to make your funds available on the first business day after we receive your deposit. Funds “availability” means your ability to withdraw funds from your account, whether those withdrawals are to be in cash, by check, automatic payment or any other method we offer you for access to your account. If deposited funds are not “available” to you on a given day, you may not withdraw the funds in cash and we may not use the funds to pay items you have written or honor other withdrawals you request. If we pay items you have written or honor other withdrawals before funds are available to you, we may charge a fee.

This disclosure applies to the availability of funds in transaction accounts. Transaction accounts do not limit the number or types of withdrawals or transfers you conduct. The credit union reserves the right to delay the availability of funds deposited for periods longer than those disclosed in this policy.

A transaction account as defined in the Code of Federal Regulations means a “deposit account from which the depositor or account holder is permitted to make transfers or withdrawals by negotiable or transferable instrument, payment order of withdrawal, telephone transfer, or other similar device for the purpose of making payments or transfers to third persons or others or from which the depositor may make third party payments at an automated teller machine (ATM) or a remote service unit, or other electronic device, including by debit card.”

DEPOSIT AVAILABILITY POLICY

When a deposit is made to your account, the funds may not be available immediately. For example, if you deposit a check on Monday, you may not be able to withdraw the funds from that check, and we may not pay another check with those funds, until Tuesday or even later. See the Availability Timeline below for details about when you can use the funds from different types of deposits.

If you withdraw funds from a check deposit, and the check is later returned unpaid, we may charge the check back to your account.

AVAILABILITY TIMELINE FOR DEPOSITS TO ESTABLISHED ACCOUNTS

Below is our general policy for deposits to accounts open for more than 30 days. Longer delays may apply, and different rules apply for checks deposited to accounts open 30 days or less (see page 20).

When a deposit is made by ...	Deposited funds are available...
<ul style="list-style-type: none"> • Electronic direct deposit • Wire transfer • Cash 	<ul style="list-style-type: none"> • The same business day
<ul style="list-style-type: none"> • Check 	<ul style="list-style-type: none"> • Usually the next business day, but see “Longer Delays May Apply” below

What is a “Business Day?”

A business day is any day of the week except Saturday, Sunday, and Federal Holidays. A deposit made on a business day is considered deposited that day. A deposit after that time, or on a day we are closed, is considered deposited the next business day.

Check Cashing, Immediate Availability, and Holds on Other Funds

We may cash a check or make a check deposit available immediately if you have funds to cover that check in any of your accounts with us. If we do, we will hold those funds (equal to the amount of the check) in your account(s) according to the timelines described elsewhere in this policy.

Check cashing requires corresponding funds availability in any account type, or certificate held by the member.

Longer Delays May Apply

Funds from check deposits may not be available according to the timeline described above. In some cases funds may be held for up to 2 business days. In these cases, the first \$200 of the deposit will be available on the next business day.

Funds from check deposits may be delayed for up to **(7) business days** if:

- We believe a deposited check will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last 6 months.
- There is an emergency, such as failure of computer or communication equipment

We will notify you if we delay your ability to withdraw funds, and we will tell you when the funds will be available.

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

AVAILABILITY TIMELINE FOR DEPOSITS TO NEW ACCOUNTS (OPEN 30 DAYS OR LESS)

When a deposit is made by ...	Deposited funds are available...
<ul style="list-style-type: none"> • Electronic direct deposit • Wire transfer • Cash 	<ul style="list-style-type: none"> • The same business day
<ul style="list-style-type: none"> • U.S. Treasury check (payable to you) 	<ul style="list-style-type: none"> • The first \$200 is available on the next business day. • Any remainder over \$200 is available in 9 business days
<ul style="list-style-type: none"> • Government, cashier’s, certified, teller’s or traveler’s deposited check that is payable to you. • Postal money order, Federal Reserve Bank Check or Federal Home Loan Bank check payable to you • Other checks not specifically described above. For example, personal checks or checks not written to you. 	<ul style="list-style-type: none"> • The first \$5,000 is available on the next business day if with a teller, otherwise 2 business days • Any remainder over \$5,000 is available in 9 business days • In 2 business days

“Government, cashier’s, certified, teller’s or traveler’s checks will be processed like “other checks”

Special Rules for New Accounts - If you are a special member, the following special rules will apply during the first thirty (30) days your account is open:

- The first \$5,000 from a deposit of a U.S. Treasury check will be available on the first (1st) business day after the day of your deposit. The excess over \$5,000 will be available on the ninth (9th) business day after the day of your deposit. Funds from wire transfers into your account will be available on the first (1st) business day after the day we receive the transfer.
- Funds from deposits of cash and the first \$5,000 of a day’s total deposits of cashier’s, certified, teller’s, traveler’s and state and local government checks will be available on the first (1st) business day after the day of your deposit if the deposit meets certain conditions. Note: The check(s) must be payable to you. The excess over \$5,000 will be available on the ninth (9th) business day after the day of your deposit. If you do not make the deposit in person to one of our employees, the first \$5,000 will not be available until the second (2nd) business day after the day of your deposit.
- Funds from all other check deposits will be available on the ninth (9th) business day after the day of your deposit.

ATM Deposits or Share Service Centers

Funds from any deposit (cash or checks) made at an automated teller machine (ATM) we do not own or operate, or funds from any deposit made at a share service center, will not be available until the second (2nd) business day after the date of your deposit. This rule does not apply to ATMs we own or operate. All ATMs we own or operate are identified as our machines.

The availability of funds from any deposits made at an ATM we own or operate is determined by the status of your credit union account(s). A minimum of \$200 will be made available the next business day of your deposit. Depending on the type of check deposited into the ATM, the balance of the funds may not be available until the second business day after the day of your deposit. We will notify you if longer holds apply to your deposit.

IMPORTANT INFORMATION ABOUT SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a substitute check?

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

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

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure allowing you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think we withdrew the wrong amount from your account or 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 withdrawn from your account and fees charged as a result of the withdrawal (for example, returned check fees).

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

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within ten (10) business days after we received your claim, and the remainder of your refund (plus interest if your account earns interest) no later than forty-five (45) calendar days after we received your claim.

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

How do I make a claim for a refund?

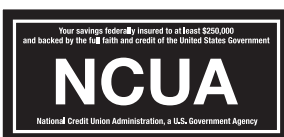
If you believe you have suffered a loss relating to a substitute check you received and was posted to your account, please contact our Accounting Department at 817-882-0800. You must contact us within forty (40) calendar days of the date we mailed (or otherwise delivered by means to which you agreed) the substitute check in question or the account statement showing 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 you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute checks: the check number, the name of the person to whom you wrote the check, the amount of the check.

EECU is not liable for financial losses resulting from a returned check deposited by members, organizations, and/or businesses originally created by a non-financial entity.

"NATIONAL CREDIT UNION ADMINISTRATION, a U.S. Government Agency – Member accounts are federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government."



ELECTRONIC FUNDS TRANSFER AGREEMENT & DISCLOSURE REGULATION E

AGREEMENT – The following **Electronic Funds Transfer Agreement** is a contract disclosing the rights and responsibilities encompassing electronic funds transfer (“EFT”) services offered to you by EECU.

- The terms “you” and “your(s)” mean each person who is issued an EECU Debit Card (“Card”), any person who is issued a Personal Identification Number or Access Code (collectively, “PIN”) in connection with any EECU Debit Card or any other electronic fund transfer service, any joint owner on any EECU Account that may be accessed by the EECU Debit Card or a PIN, and anyone given access or authorized to execute transactions through the use of any offered electronic services.
- The terms “we,” “us,” “our(s)” and “Credit Union” mean EECU or anyone to whom the Credit Union transfers its rights under this Agreement.
- The term “Account” means any one or more Savings, Money Market and/or Checking Account(s) you have with EECU.
- The term “electronic funds transfer” means any electronically initiated transfer of money from your Account through the electronic funds transfer services offered by EECU except for wire transfer services, which are governed by the terms of the EECU Depository Agreement and any other additional terms and conditions provided when you request wire transfer services.

By signing an Application for EFT services or by requesting or using the EFT services such as, but not limited to, the EECU Debit Card, EECU Telephone Banking, Online Banking, Bill Pay or any other EFT service using a PIN, you or each of you, jointly and severally, agree to the terms and conditions of this Agreement as follows. The terms of the EECU Depository Agreement are incorporated into this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Depository Agreement, the terms of this Agreement shall control.

- We may follow all instructions given via machine, electronic device and/or personal computer by a cardholder, Access Code or PIN user.
- Each EECU Debit Card and any other access device issued to you remains our property and will be delivered to us immediately upon request.
- You agree to indemnify and hold us harmless from any costs or damages, which we sustain as a result of carrying out your instructions in a reasonable manner.
- All deposits are subject to verification prior to being credited to any Account. Deposits in check form are credited subject to collection. We may impose holds on funds deposited in any automated teller machine (“ATM”) for a period allowed by law.
- You agree that you will not use your EFT services to withdraw or transfer funds from your Account(s) in amounts exceeding the available balance in your Account(s) at the time of any such transfer; and you agree to maintain available funds on deposit in your Account(s) sufficient to pay any electronic funds transfer.
- You agree that we will be under no obligation to make any withdrawal or transfer if there are insufficient funds in your Account(s) or if the transfer would exceed a credit limit, lower an Account below a required balance, or otherwise require us to increase our required reserve on the Account.
- If your Account has sufficient funds to cover one or more but not all of the checks, withdrawal orders or electronic fund transfers during any given business day, we may honor those items, allow those withdrawals or make any such electronic fund transfers in any order that we may choose at our sole discretion, including honoring any such checks, orders or transfers payable to us first, and dishonoring or refusing any item, order or transfer for which there are insufficient funds available thereafter.
- You also agree that, at our option, we may post all EECU Debit Card transactions during any day before posting any other checks, withdrawal orders or electronic fund transfers presented or made.
- If you cause your Account(s) to become overdrawn through your use of your EFT services or should any transaction be posted against your Account(s) at the time it is overdrawn, you may be charged a fee in the amount of the current insufficient fee as disclosed in EECU’s fee schedule, unless you have applied and been approved for automatic overdraft protection and there are sufficient funds in your deposit Account(s) or Line of Credit (if applicable) with us to cover any such transaction. If you qualify for our Courtesy Overdraft Protection service, you must separately opt-in if you wish to have the service apply to your ATM and one-time EECU Debit Card transactions. There is a fee for the Courtesy Overdraft Protection service as disclosed in the fee schedule. Please refer to your membership package or contact the credit union for an opt-in form.
- You agree that the overdraft provisions of your Depository Agreement with us shall apply to transactions made through the use of your EFT services.
- Except for pre-authorized transfers as set forth below, you acknowledge and agree that you may not stop payment of any transaction initiated through your use of EFT services.
- You must authorize in writing or a similar authenticated document a recurring electronic debit from your Account(s).
- You understand that service may be interrupted from time to time each day for data processing.

- You understand that service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and that there may be limits on the duration of each access.

If approved, you may conduct any one or more of the EFT services offered by EECU. See **LIMITATIONS ON FREQUENCY and LIMITATIONS ON DOLLAR AMOUNTS** that may apply to certain transactions.

SECURITY OF CARD AND ACCESS CODE / PIN – An Access Code or a PIN may be issued to you for security purposes.

- You may be required to use any one or a combination of your Access Code, PIN and Account number to access your Account(s).
- You are responsible for the safekeeping of this information and agree not to disclose or otherwise make the information available to anyone not authorized to sign on your Account(s). You agree to refrain from writing your Access Code or PIN on your EECU Debit Card.
- If you authorize anyone to use this information or your EECU Debit Card to access any of the EFT services, that authority shall continue until you specifically revoke such authority by notifying EECU in writing at the address appearing below. You agree that the use of a EECU Debit Card or any Access Code or PIN by any party to any of your Accounts that may be accessed by the EECU Debit Card or an Access Code or PIN shall be deemed an authorized use for which you shall be liable.
- If you fail to maintain the security of your EECU Debit Card, Access Code and/or PIN and the Credit Union suffers a loss, we may terminate your EFT services immediately.
- You are responsible for reporting the loss or theft of your EECU Debit Card, Access Code or PIN to us as soon as possible.

CONFIDENTIALITY – Certain electronic fund transfers services such as EECU Telephone Banking and Online Banking may allow any user accessing the services to obtain all information available through those services about the primary member and all of the primary member's Credit Union share, deposit and loan Accounts, even if the user is not an owner or is not otherwise an authorized signer on any of the Accounts. You acknowledge and agree that any user authorized to use an Access Code or PIN to access any of the EFT services will have full access to the primary member's personal information and Account information made available through those services, and we are not responsible for any such access.

AVAILABLE EFT SERVICES – Through the use of an ATM, point-of-sale terminal, phone system or personal computer, you may use one or more of your EFT services to:

- Withdraw funds or initiate a check withdrawal from your Savings, Money Market or Checking Account(s)
- Pay for purchases at places that have agreed to accept your EECU Debit Card
- Transfer funds between your Savings, Money Market or Checking Account(s)
- Make loan payments from your Savings, Money Market or Checking Account(s)
- Deposit funds into your Account(s)
- Inquire as to the balance of your Account(s)
- Complete an electronic check conversion
- Access your Line of Credit*
- Pay bills from your Checking Account(s)**
- View statements
- View check images
- Apply for and/or establish additional services

* You may not use your EECU Debit Card to access your Line of Credit directly. A Line of Credit may be accessed with an EECU Debit Card only for overdraft protection.

** Your contractual arrangement for the bill pay service provides for additional terms, conditions, disclosures and limitations.

Your EECU Debit Card has been enabled for non-MASTERCARD® debit transaction processing on the PULSE network. If a merchant permits, you may choose to route your EECU Debit Card payment through the PULSE network. These transactions do not require authentication with your PIN and are not covered by the provisions of this Agreement and Disclosure that relate to MASTERCARD transactions. Actions that may be required for transactions to carry MASTERCARD-associated benefits and protections include presenting the EECU Debit Card for payment at a MASTERCARD terminal and indicating that you do not wish the transaction to be processed as a non-MASTERCARD transaction. If a merchant offers the opportunity to route your EECU Debit Card payment as a non-MASTERCARD transaction, you will be advised and given an opportunity to indicate your preference when completing the transaction.

You also may make arrangements for certain direct deposits to be accepted into your Savings, Money Market or Checking Account(s) or pay certain recurring bills from your Savings, Money Market or Checking Account(s).

PREAUTHORIZATION HOLDS – When you use your EECU Debit Card at certain merchants such as self-service gas stations, restaurants, hotels, airlines and rental car companies, the merchant may request a preauthorization hold on your Account to cover the final amount of the transaction. The preauthorization hold may be in an amount greater than the actual purchase amount and may be placed on your Account for up to three days, even after the transaction has been paid. You will not have access to funds subject to a preauthorization hold. In addition, even after a preauthorization hold is released, the transaction may be posted to your Account at any time. As a result, you must ensure that sufficient funds are available and remain in your Account to pay for your EECU Debit Card transactions. Preauthorization holds may affect the availability of funds to pay for checks drawn on your Account and other withdrawals. You acknowledge and agree that you are responsible for any fees or damages you may incur for dishonor of items or otherwise because of a preauthorization hold placed on your Account funds.

LIMITATIONS ON FREQUENCY OF TRANSFERS – EECU DEBIT CARD

- You may make an unlimited number of PIN-based withdrawals from your Account(s).
- You may make an unlimited number of transfers between your Account(s).
- You may make an unlimited number of loan payment transfers between your Account(s).
- You are limited to an accumulative total of 15 transactions per day that do not require the use of an Access Code or a PIN.

LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS – EECU DEBIT CARD

- The daily aggregate limit for authorizations using our EECU Debit Card not involving a PIN is \$2,500.
- The daily aggregate limit for purchases using your EECU Debit Card where a PIN is involved is \$2,500.
- The daily aggregate limit for ATM cash withdrawals is \$600.

We reserve the right to limit additionally the amount or frequency of withdrawals or transfer and to impose other limits or restrictions on the use of your EECU Debit Card.

OTHER LIMITATIONS

- A check for the amount of your withdrawal from Savings, Money Market or Checking Accounts will be mailed to you (to the address we have on record) on the same business day you request the withdrawal, if your request is completed before 3 p.m. CT that day. Otherwise your check will be mailed to you on the first business day following your call.
- Your contractual arrangement for specific EFT services may impose additional transfer and withdrawal limitations.
- All EFT services transactions will be subject to our rules, regulations, bylaws and operating procedures.

EECU BUSINESS DAYS – Our business days are Monday through Friday, 9 a.m. to 5 p.m. Holidays are not included.

RIGHT TO STOP PAYMENT OF PRE-AUTHORIZED TRANSFERS – Procedure. If you have made arrangements with us to make regular payments or withdrawals out of your Account(s), you can stop any of these payments by following these directions:

Telephone us at:
(817) 882-0800

Or write to us at:
EECU (ATTENTION: Member Contact Center)
P.O. Box 1777 • Fort Worth, TX 76101-1777

- You must contact us in time to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) business days after your call. If we require you to confirm your oral request in writing and you fail to do so, your oral request will terminate fourteen (14) business days after it is made. We will charge you a Stop Payment Fee as set forth in our fee schedule for each stop payment order you give.
- *Notice of varying amounts.* If regular pre-authorized payment transfers you have arranged for will vary in dollar amounts, the person/entity that you are paying will inform you ten (10) days prior to payment, of the date it will be made and the amount it will be. You may choose instead to receive this notice only when the payment amount will differ by more than a certain dollar amount from the previous payment or when the amount will fall outside certain limits that you have set.
- *Liability for failure to stop payment of preauthorized transfer.* If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we fail to do so, we will be liable for your losses or damages.

EECU's 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, we will not be liable for direct or consequential damages in the following circumstances:

- If, through no fault of ours, there is not enough money in your Account(s) to complete the transaction, if any funds in your Account(s) necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy or if the transaction involves a loan request exceeding your credit limit.
- If the transfer would draw your Member Account below the required \$5 minimum.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM or computer equipment you use to conduct the EFT transaction is not working properly and you know or should have known about the breakdown when you started the transaction.
- If your Access Code, PIN or Card is reported stolen or lost, or we have reason to believe it may be used without your authorization.
- If we have suspended or terminated your ability to use your Access Code, PIN or Check Card.
- If the electronic transfer is not completed as a result of your willful or negligent use of your Access Code, PIN or Card or any EFT facility for making such transfers.
- If the money in your Account(s) is subject to legal process or other claim.
- If funds in your Account(s) are pledged as collateral or frozen because of a delinquent loan.
- If circumstances beyond our control (such as fire, flood or power failure) prevent the transaction.
- If technical or legal limitations prevent us from performing the requested transaction.
- If failure to properly complete the transaction is caused by erroneous information supplied by you or by your agent.

There may be other exceptions stated in other agreements we have with you.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES – We will disclose information to third parties about your Account(s) or the transfers you make:

- Where it is necessary for completing transfers or
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant or
- In order to comply with government agency or court orders or
- If you give us your written permission.

ELECTRONIC CHECK CONVERSION TRANSFERS

- If you pay for something with a check and the merchant or payee permits, you may authorize your check to be converted to an electronic transfer.
- You may authorize a merchant or other payee to make a one-time electronic payment from your checking Account using information from your check to pay for purchases or pay bills. This may occur expressly in writing or by an implied authorization when the merchant posts a sign indicating the conversion transfer will occur.
- Electronic conversion transfers may occur either at the point of purchase or by other means such as by mail payment or drop box.
- You may also authorize merchants to electronically debit your Account for returned check fee charges.

INTERNATIONAL TRANSACTIONS

If you effect an international transaction with your MASTERCARD® EECU Debit Card, the rate of exchange between the transaction currency and the billing currency used for processing the international transaction will be a rate selected by MASTERCARD from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MASTERCARD itself receives or the government-mandated rate in effect for the applicable central processing date; and in each instance, plus a Foreign Transaction Fee of up to 1% of the transaction amount in U.S. dollars. The Foreign Transaction Fee will apply to all international purchase, cash disbursements, and Account credit transactions, even if the transaction is conducted in U.S. dollars.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

- Periodic Statements – You will get a monthly Account statement reflecting transactions for your Account(s) unless there are no transfers or withdrawals. In any case, you will get a statement at least quarterly.
- Terminal Transfers – You can get a receipt at the time you make any transfer of more than \$15 to or from your Account(s) using an ATM or a POS (Point of Sale) terminal.
- Preauthorized Credits – If you have arranged to have direct deposits made to your Account(s) at least once every sixty (60) days from the same person or company, the person or company making the deposit will inform you every time they send us the money. To verify your preauthorized credit(s), please contact us at (817) 882-0800 during normal business hours.

MEMBER'S LIABILITY FOR UNAUTHORIZED TRANSFERS AND ADVISABILITY OF PROMPT REPORTING

- Tell us at once if you believe your Access Code, PIN or Card has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping possible losses at a minimum. You can lose all the money in your Account (plus your maximum overdraft line of credit).
- **You are not responsible for any unauthorized transactions using your Access Code, PIN or Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your Access Code, PIN or Card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us.**
- For all other electronic fund transfer transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone used your Access Code, PIN or Card without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Access Code, PIN or EECU Debit Card, and we can prove that we could have stopped someone from using your Access Code, PIN or EECU Debit Card without your permission if you had informed us, you can lose as much as \$500.
- If your statement shows transfers that you did not make, including those by EECU Debit Card, Access Code, PIN or other means, tell us **at once**. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back the money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had informed 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.

TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN THE EVENT OF UNAUTHORIZED TRANSFERS – If you believe your Access Code, PIN or EECU Debit Card has been lost or stolen or that someone has transferred or may transfer money from your Account(s) without your permission,

Telephone us at:
(817) 882-0800

Or write to us at:
EECU (ATTENTION: Member Contact Center)
P.O. Box 1777 • Fort Worth, TX 76101-1777

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

FEES – Fees that may be charged for EFT services are disclosed in the **Fee Schedule** and include the following:

- For each withdrawal transaction initiated through an ATM, which cannot be completed because of insufficient funds in your Account(s), your Account(s) will be charged an NSF fee.
- A fee to replace your Card if it is lost or stolen.
- When you use an ATM not owned by us, you may be charged a fee by the ATM operator (or any network used); and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.
- There are no charges for EECU Telephone Banking sessions.
- There is no charge for Online Banking access.
- There is no charge for Online Statements.

TERMINATION/CANCELLATION – We may, at our option, terminate this **AGREEMENT** under the following conditions:

- Upon your default or failure to satisfy the terms of the **AGREEMENT**.
- At your option or at our option for good cause. Our decision will be final and binding should we find that good cause exists for terminating this **AGREEMENT**. If we terminate your EFT service(s), you will be given notice in writing at the address shown on our records.

You can cancel your EFT service(s) by writing to us at the address disclosed below. You will be responsible for all payments you have requested prior to cancellation and or all other related charges, fees, and taxes incurred. Termination will not relieve you of any outstanding obligations

CHANGE OF NAME, ADDRESS OR EMPLOYMENT – Within a reasonable time, you agree to notify us of any change in your name, address, or employment.

JOINT ACCOUNTS – If any of your Account(s) accessed under this Agreement are joint Accounts, all joint owners, including any authorized users, shall be bound by this **AGREEMENT** and, alone and together, shall be responsible for all EFT services to or from any Savings, Money Market, Checking or Loan Account(s) as provided in this **AGREEMENT**.

- Each joint owner, without the consent of any other Account owner, may, and hereby is authorized by every other joint Account owner to make any transaction permitted under this **AGREEMENT**.
- Each joint Account owner is authorized to act for the other owners, and EECU may accept orders and instructions regarding any EFT services on any Account from any joint owner.

NOTICES/CHANGES TO THIS AGREEMENT– All notices from us will be effective when we have mailed them or delivered them to your last known address of record. Notices from you will be effective when received by EECU at the address specified in this **AGREEMENT**. We reserve the right from time to time hereafter to add to, change, or delete any of the terms and conditions upon which EFT services are offered or to terminate any of the EFT services in whole or in part, subject to any notice required by applicable law. No notice will be given if the change is necessary to protect the security of the system. Use of EFT services is subject to existing regulations governing the Credit Union and any future changes to those regulations.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at:
(817) 882-0800

Or write to us at:
EECU (ATTENTION: Member Contact Center)
P.O. Box 1777 • Fort Worth, TX 76101-1777

- Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem or error appeared.
 - Tell us your name and Account number.
 - Describe the error or the transfer you are concerned about, and explain as clearly as possible why you believe it is an error or why you need more information.
 - Tell us the dollar amount of the suspected error.
- If you inform us orally, we may require that send us your complaint or question in writing within ten (10) business days.
- We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will re-credit your Account within 10 business days for the amount you think is in error, so that you will have the use of the funds during the time it takes us to complete our investigation. For EECU Debit Card point-of-sale (non-ATM) transactions, we will credit your Account within five business days for the amount you think is in error unless we determine that the circumstances or your Account history warrants a delay of up to 10 business days.
- If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not re-credit your Account.
- For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is in error.
- We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in the investigation.

ILLEGAL TRANSACTIONS – You agree that you will not cause or allow your EECU Debit Card, Access Code or PIN to be used in any manner or for any transaction that we believe poses an undue risk of illegality and we may refuse to authorize any such use or transaction. If you use your EECU Debit Card, Access Code or PIN for a transaction that is determined to be illegal, you will be liable for the transaction. You also waive any right to take legal action against the Credit Union for your illegal use of your EECU Debit Card or PIN and agree to indemnify and hold the Credit Union and MASTERCARD Incorporated and MASTERCARD International Incorporated harmless from and against any lawsuits, other legal action or liability that results directly or indirectly from such illegal use.

ATM SAFETY PRECAUTIONS – Exercise discretion when using an ATM or night deposit facility. Observe basic safety precautions. Prepare for any ATM transactions prior to approaching the ATM or night deposit facility. Never enter your Access Code or PIN in any terminal that does not look genuine, has been modified, has a suspicious device attached or is operating in a suspicious manner. Retain your receipts, and do not leave them at the ATM or night deposit facility. Do not lend your EECU Debit Card to anyone, and do not leave your EECU Debit Card or any other documents at the ATM or any night deposit facility. Keep your PIN secret and memorize it. Do not give anyone information regarding your EECU Debit Card or PIN over the telephone or by text messaging. When using an ATM, place your body in a position so that you will prevent others from observing your PIN when entered. Never enter your PIN into any terminal that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. At any ATM or night deposit facility, keep a lookout for any suspicious activity near the facility and assure yourself that the facility and all approaches to the facility are well lighted. Conceal cash received from an ATM to the best of your ability and count it after you have left the ATM. If anyone offers assistance while you are operating an ATM, do not accept it. If you have begun a transaction, consider canceling the transaction and leaving the ATM location. Finally, compare your receipts against the statements you receive and notify us immediately if you suspect that an error or unauthorized transaction has occurred.

HSA DEBIT CARD. The EECU Health Savings Account (“HSA”) Debit Card (“HSA Debit Card”) use is restricted to health care providers and merchants providing qualified medical products and services such as doctors’ offices, pharmacies, and medical supply stores. Any medical service provider or health care merchant that accepts MasterCard accepts your HSA Debit Card. It is your responsibility to ensure the contributions, distributions, and other actions related to your HSA comply with all federal and state laws, rules, and regulations.

When using the HSA Debit Card to access your HSA, portions of this Agreement governed by Regulation E will not apply. A Health Savings Account as defined by the IRS is a trust account, and therefore is not covered under Regulation E. Funds to cover purchases paid with the HSA Debit Card will be deducted from your HSA. EECU does not guarantee that all approved payments made with the HSA Debit Card are, in fact, qualified medical expenses. You can obtain a receipt from the merchant at the time you make any point-of-sale purchase or payment using the HSA Debit Card. You should retain your receipts in case they are later needed to help verify that your transactions are for qualified medical products and services.

You agree to use the HSA Debit Card in accordance with the Health Savings Custodial Account Agreement, such agreement being incorporated herein by reference as if fully set forth herein verbatim. To the extent there is a conflict between this Agreement and the Health Savings Custodial Account Agreement, the Health Savings Custodial Account Agreement shall control. For clarification purposes, by signing an Application for EFT services or by requesting or using the EFT services such as, but not limited to, the HSA Debit Card, EECU Telephone Banking, Online Banking, Bill Pay or any other EFT service using a PIN, you agree to the terms and conditions of this Agreement and the Health Savings Custodial Account Agreement. As appropriate and for purposes of determining applicable limitations and restrictions on the use of your HSA and the HSA Debit Card, and your obligations, duties and responsibilities under the terms of this Agreement, the term HSA Debit Card shall have the same meaning ascribe to it as EECU Debit Card and the term Account shall include your HSA.

Transactions involving your HSA may also be governed by agreements with third parties such as NACHA’s (National Automated Clearing House Association) Operating Rules and MasterCard’s Operating Rules which agreements will also be binding upon you and EECU. To the extent that the terms of any such third party agreements provide for specific processing, reporting or other time periods, or require you to make any claims or provide any notifications or responses, then the third parties’ requirements and rules shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement.

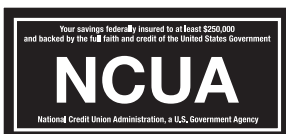
At present time, you may use the HSA Debit Card to purchase qualified medical products and services as follows:

- Point-of-sale (POS) purchase transactions with your card and personal identification number (PIN) from health care providers and merchants that accept the HSA Debit Card.
- Point-of-sale (POS) purchase transactions with your card and signature from health care providers and merchants that accept the HSA Debit Card.
- When ordering qualified medical products and services online, by mail, or by telephone.

The following limitations on HSA Debit Card transactions apply:

- Use of the HSA Debit Card is restricted to the payment of medical expenses incurred under a high-deductible health plan.
- Use of the HSA Debit Card is restricted to health care service providers and merchants providing qualified health care products and services.
- You agree not to conduct any transaction(s) to withdraw more than the applicable daily limit on any day, or which would cause the balance in your HSA to go below zero. We may reject any such transaction.
- Limitations on dollar amounts of transfers – EECU HSA Debit Card
 - o The daily aggregate limit for authorizations using our HSA Debit Card not involving a PIN is \$2,500.
 - o The daily aggregate limit for authorizations using your HSA Debit Card where a PIN is involved is \$2,500.
 - o The daily aggregate limit for ATM cash withdrawals is \$600.

It is important that you report a lost or stolen HSA Debit Card and unauthorized HSA Debit Card purchases immediately to limit your liability for losses. To report a lost or stolen HSA Debit Card or unauthorized card transactions on your HSA account call (817) 882-0800.



Federally insured by NCUA. National Credit Union Administration, a U.S. Government Agency – Member accounts are federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government.

Revision Date: 6-10-2021 (EECU Legal)



PERSONAL ACCOUNT FEE SCHEDULE AS OF MARCH 1, 2017

Online Services

Bill Pay.....	FREE
Mobile Banking	FREE
Online Banking	FREE
Online Statements	FREE

Checking/Savings Accounts

Checking Accounts:

Access Checking Service Charge	\$10.00
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Money Market Checking Account:

Service Charge (if balance falls below \$2,500)	\$10.00
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Real Worth with Interest:

Service Charge (if balance falls below \$1,000)	\$5.00
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Value-Added Extras	\$6.75
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Savings Accounts:

Administration Fee (if closed within 90 days)	\$10.00
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Account Services

Check/Debit Card Replacement	\$5.00
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Check Printing	prices vary
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Temporary Checks (4 per page)	\$2.00
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Courtesy Pay Fee (per item)	\$34.00 ¹
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Mailed Paper Statement for

Personal Checking Account	\$2.00
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Nonsufficient Funds (NSF) (per item).....	\$34.00 ¹
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Overdraft Transfer from Savings,

Checking or Line of Credit (per item)	\$3.00
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Returned Deposited Item Fee	\$12.00 ¹
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Single Financial Product Fee (per month).....	\$5.00 ²
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Statement Copy	\$3.00 ¹
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Stop Payment	\$34.00 ¹
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ATM Services

ATM Account Inquiry (no charge for

EECU or Allpoint® ATMs)	\$0.50
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ATM Withdrawal (no charge for

EECU or Allpoint® ATMs)	\$3.00 ^{1,3}
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Credit Card/Loan Services

Skip-A-Payment Fee	10% of monthly pmt., (min. \$5.00/max. \$50.00 ¹)
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Telephone Payment Fee (ACH)	\$5.00
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Credit Union Services

Cashier's Check (minimum issue, \$1,000)	\$3.00
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Collection Fee (minimum)	\$10.00
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Extensive Research Fee (per hour)	\$15.00
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International Wire Trace	\$15.00
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Legal Process Fee (i.e. garnishment, levy)	\$100.00 ⁴
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Member Service Inquiry	\$2.00 ⁵
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MoneyGram® International	prices vary
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Money Order (maximum issue, \$1,000)	\$2.00
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Returned Mail Fee

(incorrect address; per account)	\$5.00
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Visa Gift Card	\$2.50
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Visa Reloadable Debit Card (ATIRAreload)	\$4.95
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Wire Transfer: Incoming (per wire)	\$15.00
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Wire Transfer: Outgoing (Domestic)	\$20.00 ¹
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Wire Transfer: Outgoing (International)	prices vary
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Safe Deposit Box Services

(3x5)	\$25.00
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Limited locations (5x5)	\$30.00
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(3x10)	\$35.00
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(5x10)	\$55.00
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(10x10)	\$95.00
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Safe Deposit Drill Fee	costs vary
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Note: Fees may be imposed for overdrafts created by checks, in-person withdrawals, ATM withdrawals, or by other electronic means, as applicable. Certain account types may result in waived or reduced fees and/or lower minimum balance requirements to earn dividends/interest.

¹Constitutes an increase in fee effective March 1, 2017.

²Fee incurred when a member (age 21+) has a single savings account with balance less than \$100 for 90 consecutive calendar days.

³This fee is in addition to any fees that ATM owner may charge.

⁴Constitutes a new fee effective March 1, 2017.

⁵Not applicable when telephone banking service is unavailable or not appropriate.

FACTS

WHAT DOES EECU DO WITH YOUR PERSONAL INFORMATION?

Why?

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

What?

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

- Social Security number and income
- Account balances and payment history
- 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 EECU chooses to share, and whether you can limit this sharing.

Reasons we can share your personal information	Does EECU share?	Can you limit this sharing?
For our everyday business purposes To process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes Information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing

Call 817-882-0800 or 1-800-333-9934. Our menu will prompt you through your choice(s). 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 no longer our member, we continue to share your information as described in this notice.

Questions

Call 817-882-0800 (local), 1-800-333-9934 (toll-free) or visit eecu.org.



Who we are

Who is providing this notice?	EECU
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What we do

How does EECU 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 EECU collect my personal information?	We collect your personal information, for example, when <ul style="list-style-type: none"> • you open an account or deposit money • you pay your bills or apply for a loan • you 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. <ul style="list-style-type: none"> • Our affiliates include companies with an EECU name; financial companies such as EECU Investment Services and Texas Business Lenders Group; and nonfinancial companies, such as North Texas Insurance Services.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Nonaffiliates we share with can include mortgage servicing companies, insurance companies, plastic card processors (credit/debit/ATM), credit reporting bureaus, data processors, investment services companies, government agencies, direct marketing companies, financial statement publishers, printers or mail houses, and check/share draft printers.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • Our joint marketing partners include credit card companies, investment, insurance, and other financial services companies.

ELECTRONIC COMMUNICATIONS DISCLOSURE AND CONSENT

Please read this information carefully and print and retain a copy for your reference. This document is provided in accordance with the Electronic Signatures in Global and National Commerce Act.

You have requested EECU's online services where you can apply for membership in EECU, open accounts, request financial products and services, conduct transactions electronically, and sign documents electronically including, but not limited to those pertaining to, financial products and services, online banking, online bill pay, and loans (collectively, "Online Services"). By utilizing any of the Online Services, you agree that EECU may, but is not obligated to, send any and all communications to you electronically (collectively referred to as "Electronic Communications"). We may discontinue, at any time and from time to time, Electronic Communications to you and mail any communication to you at the last known address we have on file for you. Electronic Communications include, but are not limited to, information related to any of the Online Services, deposit and loan products, services and features, our decisions related to your applications, the terms and conditions that govern any deposit account or loan we make to you, and all related disclosures, notices, and communications, required by law or otherwise. Electronic Communications may also include important information that you would otherwise receive from us through the mail (such as, but not limited to, notices regarding privacy, changes in terms, and periodic statements, as required under applicable law). This Electronic Communications Disclosure and Consent informs you of your rights when receiving Electronic Communications. If you do not wish to receive communications electronically from us, you may make your request or application by telephone, facsimile or in person at any of our branches. "We," "us," or "our" (or words of similar import) mean EECU. "I," or "you," or "your" (or words of similar import) mean you, the individual(s) or entity applying for membership in EECU and/or requesting a financial product or service.

Consent and Acknowledgement. By selecting the "I Agree" button or link (or similarly described button or link), you (on behalf of yourself and any joint account-holders and co-applicants) acknowledge receipt of this Electronic Communications Disclosure and Consent; evidence your intent to be bound by all terms contained herein; and consent to the delivery of Electronic Communications via the internet to an e-mail address you designate to receive such Electronic Communications. You also consent to the delivery of documents from our Electronic Signature Partner, DocuSign, or such other similar electronic documents provider. You also agree that, unless otherwise authorized by law or other agreement we may have with you, you cannot give us notices electronically. Instead, all notices from you to us must be in writing. You also confirm that you are able to access and retain Electronic Communications from us. Your consent to Electronic Communications applies to any and all Electronic Communications that we provide to you in connection with your Online Services activities or requests, loan applications, and all products and services which you have, now or may have in the future, with EECU.

Withdrawing Consent. You can elect to withdraw your consent to Electronic Communications at any time by contacting our Member Service Center at (817) 882-0800 or by e-mail at service@eecu.org, during our business hours, or by writing to us at 1617 West Seventh Street, Fort Worth, Texas 76102. The legal validity and enforceability of prior Electronic Communications will not be affected if you withdraw your consent.

Hardware and Software Requirements. To receive Electronic Communications, you must ensure that you are able to receive information electronically and retain it. The minimum computer hardware and software requirements to receive and retain the Electronic Communications are: Microsoft Internet Explorer 8.0 or higher (PC), Apple Safari version 6 or higher (MAC), or recent versions of either Mozilla Firefox or Google Chrome (PC or MAC); Screen resolution of at least 1800 (width) with broadband internet connect (DSL, cable modem, fiber optic, etc.), and PC/MAC capability of running approved browsers; updated anti-virus personal firewall (hardware and software); and the latest patches for your browser and computer system. You must have software which permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader version 10.0 or higher (available for downloading at <http://get.adobe.com/reader>). Further, you must have a printer capable of printing any Electronic Communication that is made available on our website and/or emailed to you, and/or have the ability to electronically download, save, and visually display on a computer screen any such documents.

Copies. You may request a paper copy of any Electronic Communication. If you wish to obtain a paper copy of any of an Electronic Communication, you may make a request by contacting our Member Service Center at (817) 882-0800 or by e-mail at service@eecu.org, during our business hours, or by writing to us at 1617 West Seventh Street, Fort Worth, Texas 76102. A fee may be charged, as described in our applicable fee schedule, for a paper copy of an Electronic Communication.

Updating Contact Information. You are responsible for ensuring that we have your current e-mail address for purposes of receiving Electronic Communications. If your e-mail address changes, contact us via service@eecu.org or by calling (817) 882-0800 to

provide us with updated information through which future Electronic Communications will be received by you. If you fail to notify us of any change in your e-mail address, you agree that we may provide Electronic Communications to you at the e-mail address provided by you and maintained in our records. You understand and agree that if we send you an Electronic Communication, but you do not receive it for reasons beyond our control including, but not limited to, your e-mail address on file is incorrect, out of date or blocked by your service provider, or you are otherwise unable to receive Electronic Communications, EECU will be deemed to have provided the Electronic Communication to you for all purposes.

By clicking the **"I Agree"** button or link (or similarly described button or link) you agree to the following: (1) I have read, understand, and agree to the information and terms and conditions contained in this Electronic Communications Disclosure and Consent; (2) I consent to receive Electronic Communications and to conduct transactions with EECU electronically; (3) I consent to the use of electronic records and electronic signatures in my transactions with EECU; (4) I have the required hardware and software described above; (5) I am able to receive, access, save, and view Electronic Communications electronically via the methods described above; and (6) I am authorized to make, and do make, this consent on behalf myself and any joint account-holders and co-applicants.

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When you open an account, we will ask you for the following: Name, Address, Date of Birth, Driver's License or other identifying documents. Verification of your identifying information will also include checking your credit report(s).

EECU - Legal - 10-09-2014

CELLULAR/MOBILE PHONE CONTACT TERMS AND CONDITIONS

By providing EECU with a telephone number for a cellular/mobile phone or other wireless device, you expressly consent to receive communications including, but not limited to, text messages (e.g., Short Message Service – SMS), prerecorded or artificial voice message calls, and calls made by an automatic telephone dialing system, from us, and our affiliates, service providers and agents, at that number (collectively, the "Service"). This express consent allows us to contact you even if your phone number is on a Do Not Call (or similar) list so it will not be considered unauthorized by any local, state or federal law or regulation. This express consent satisfies the requirements of the Telephone Consumer Protection Act, as amended.

You certify that you are the owner of the contact number or are authorized to grant EECU consent to contact you at the number provided. To the fullest extent permitted by law, this express consent will apply to each telephone number that you provide us, now and in the future. You agree to timely notify EECU of any change to the telephone number you provided. Also, not all pre-paid phones can receive the Service.

PHONE CALLS AND TEXT MESSAGES MAY INCUR MESSAGE AND DATA FEES FROM YOUR CELLULAR/MOBILE PROVIDER. ANY SUCH FEES WILL BE YOUR RESPONSIBILITY.

Text messages and phone calls may include (without limitation or restriction) information pertaining to important information, current or future accounts or applications, account balances, payment due date, collection efforts, and special account notifications if we suspect identity theft or detect potential fraud or suspicious activity on your account.

You understand and acknowledge that messages and alerts will be transmitted over various third-party networks and systems. Text messages are sent to you without being encrypted. EECU is not responsible for any loss or damage that could result from the interception by third-parties of any information made available to you via the Service. Please be advised that messages and alerts may be delayed or prevented by a variety of factors beyond EECU's control (such as network limitations, service outages, hardware failures, software failures, system capacity limitations, operating range limitations, system failures, misdirected delivery, or damage caused by severe weather or natural disasters). The Service is subject to transmission limitations and service interruptions. THE SERVICE IS BEING PROVIDED TO YOU ON AN "AS-IS," "WHERE-IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. EECU DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE SERVICE. FURTHER, EECU DOES NOT GUARANTEE OR WARRANT THE AVAILABILITY OF THE SERVICE, THE DELIVERY OF MESSAGES OR ALERTS, THE TIMELINESS OR THE ACCURACY OF THE CONTENT OF ANY MESSAGES OR ALERTS, AND IS NOT RESPONSIBLE FOR ANY ACTIONS TAKEN OR NOT TAKEN BY YOU OR ANY THIRD-PARTY AS THE RESULT OF A MESSAGE OR ALERT.

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