



## **Definitions**

**Membership and Account Agreement**

**What You Need to Know About Overdraft Protection**

**Electronic Fund Transfers Agreement and Disclosures**

**Funds Availability Policy**

**Truth in Savings Account Disclosures**

**Truth in Savings Rate Schedule**

**Truth in Savings Fee Schedule**

**National Credit Union Share Insurance Fund (NCUSIF)**

**Privacy Notice**

**Your Affiliate Marketing Choices**

# Definitions

For the purposes of this Agreement, the following terms will apply:

1. You, the member, account owner and any authorized signer may be referred to as “member,” “you,” “your,” or “yours” for the sake of this agreement.
2. Randolph-Brooks Federal Credit Union, RBFCU, may be referred to as “RBFCU,” “credit union,” “we,” “us,” “our,” or “ours” for the sake of this agreement.
3. This Business Account Agreement may be referred to as “Agreement” for the sake of this agreement.
4. Addendum Truth in Savings Fee Schedule may be referred to as “Schedule” for the sake of this agreement.
5. An Affiliate is any party that has a business relationship with us.
6. An Application is the Membership Application.
7. A Business Day is Monday through Friday, excluding Federal Holidays. The CU processes external transactions and payments on business days.
8. A Processing Day is daily (Sunday through Saturday). Processing days allows the CU to process internal transactions and payments.
9. An Account Statement is the account statement (monthly and quarterly) delivered to the member via their selected delivery method.
10. A Card means the RBFCU Freedom Debit Card.
11. A Deposited Item is an item collected for you or accepted by us to deposit to your account.
12. A Dormant account is an account that has two years without member initiated transaction activity.
13. An Inactive account is an account that has one year without member initiated transaction activity.
14. An Item is defined as any cash or any non-cash items deposited or paid for you or accepted by us including checks, substitute checks, electronic items, drafts, incoming ACHs, outgoing ACHs, remote deposit checks, transfers, payments, point-of-sale transactions, deposit tickets, withdraw tickets, or any other reasonable form of payment or deposit.
15. A Notification is any contact made to you by us in regards to an item(s) or any other information regarding your account. Notifications are sent by mail, electronic mail, secured message or otherwise made available to you via your account statement.
16. An Overdraft is the result of an item paying on your account and creating a negative balance.
17. A Service is any service provided by us to you including but not limited to Account Research and Account Reconciliation.
18. Account Research is a service when we search for any account items for you on the available history and records of the account.
19. NSF – Non-sufficient Funds. RBFCU calls this an Insufficient Funds Fee.
20. NBF – Non-Bank Financial Institution, other than banks or credit unions, offering financial services. Example: casinos, pawn brokers, insurance companies. (RBFCU has elected to not provide services to Non-Bank Financial Institutions.)
21. MSB – Money Service Businesses. RBFCU has elected not to provide services to MSBs.
22. POD – Payable on Death
23. TUTMA – Texas Uniform Transfers to Minors Act
24. GAP – Guaranteed Asset Protection
25. CUDL – Credit Union Dealer Direct
26. MODD – Members-Only Dealer Direct
27. IOLTA – Interest on Lawyer Trust Accounts
28. CTR – Currency Transaction Report
29. SAR – Suspicious Activity Report
30. BSA – Bank Secrecy Act
31. NBO – NetBranch Online
32. UCF – Uncollected Funds
33. ePay – A bill payment service provided by RBFCU
34. Available Balance – The current balance less any charges and authorizations that have not cleared the account.

# Membership and Account Agreement

**IMPORTANT NOTICE:** This Agreement and the additional agreements and disclosures in this handbook represent our contractual arrangement with you and contain important information about your membership and accounts with us. Please carefully review this Agreement and the additional agreements and disclosures and contact us if you should have any questions. The agreements and disclosures may be updated from time to time, and we will notify you of any changes as required by law. The most current versions of the agreements and disclosures are available on our website at [www.rbfcu.org](http://www.rbfcu.org) for easy reference in the future. In case of any conflict between any version of the agreements and disclosures and the versions appearing on our website, the versions on our website will control.

In this Agreement, the words "you," "your," "Party," and "Owner" mean any person or entity who authorizes a Membership Application or any other application or document in connection with the opening of any Account with Randolph-Brooks Federal Credit Union, any such person or entity who maintains an Account with us, or any other person or entity authorized to use or having access to any such Account. The words "we," "us," "our," and "Credit Union" mean Randolph-Brooks Federal Credit Union.

In this Agreement, and in your Truth-in-Savings Account Disclosures and Rate and Fee Schedules, the term "Savings Account" may be used to describe your Share Accounts with us, and the term "Checking Account" may be used to describe your Share Draft Accounts with us.

Each person admitted to membership 18 years of age and older is entitled to one vote in Credit Union elections. Each person must provide a valid SSN/ITIN prior to account opening.

Our Master Membership Application and any additional agreements represent our contractual arrangement with you and contain important information about your membership and account(s) with us. All subsequent accounts opened by you and/or subsequent accounts you are added to as an owner will be governed by this application. Account ownership will be determined by you at the time the account is opened and/or owners are added to the account. The Credit Union will assign account ownership based on your request, which may be accepted in-person or verbally.

You authorize us to establish one or more Accounts for you or on behalf of third Parties as designated in your Membership Application or in any other application or document you may execute with us (collectively, the "Application"), including without limitation, any Savings Account, Checking Account, Money Market Account, Business or Organization Account, and Certificate Account. By opening or using any such Account, you agree to be bound by the terms of this Agreement whether you are acting in your individual capacity, in a fiduciary capacity, or in your capacity as an officer, agent, or representative of any business entity or organization. If your Account is held for personal, family, or household purposes, you also acknowledge receipt of and agree to be bound by our Truth-In-Savings Account Disclosures and Rate and Fee Schedules as amended from time to time and to conform to our rules, regulations, bylaws, and policies now in effect and as amended or adopted hereafter. In case of any conflict between the terms of this Agreement and the Truth-In-Savings Account Disclosures and Rate and Fee Schedules, the Disclosures and Rate and Fee Schedules will control. The Truth-In-Savings Account Disclosures and Rate and Fee Schedules are incorporated into this Agreement. This Agreement is incorporated into and made a part of any Application you execute or receive in connection with the opening or use of any Account.

You also understand that when you agree to accept all documents electronically, you also confirm that you have the ability to receive documents via the email address you provide or you may log onto NetBranch online to view all documents.

The USA PATRIOT Act requires financial institutions to identify potential members before opening an account. We are unable to open accounts for individuals if they do not provide the required information and documentation. The following are the only forms of identification accepted by RBFCU:

- US driver's license
- US state-issued ID card (issued by the DMV)
- Passport with photo and in English
- US Military ID Card - retired and active duty
- US Civil Service ID Card - retired and active duty
- Matricula
- Concealed Handgun License (Texas)
- Passport card (offered beginning July 2008)
- Resident Alien or Permanent Resident card (a "Green Card")
- United States Employment Authorization card

We require all Parties transacting business with RBFCU in any capacity to be identified with the forms of identification accepted by RBFCU. We require said Parties to provide information and documentation to support their request which will be reviewed and deemed acceptable by RBFCU. RBFCU maintains the right to refuse the transaction based on the information and/or documentation provided.

## TRUTH-IN-SAVINGS DISCLOSURES

Truth-in-Savings Disclosures that apply to each of your Accounts, including the dividend rate and the annual percentage yield on your Accounts, are set out on the Truth-in-Savings Account Disclosures and Rate and Fee Schedules that accompany this Agreement.

## ACCOUNT OWNERSHIP

1. **Single-Party Accounts.** Under this type of Account ownership, the sole Party to the Account owns the Account. If you open a Single-Party Account, upon your death and absent any Payable on Death (P.O.D.) designation, ownership of the Account passes as part of your estate under your Will or by the law governing the estate of a person who dies without a valid Will.

2. **Multiple-Party Accounts with Right of Survivorship.** If an Account is opened by two or more Parties, or if one or more Parties are added to a Single Party Account after the Account is opened, the Account will be a Multiple-Party Account. The Parties to the Account own the Account in equal undivided interests. Payment to any Party shall be valid and discharge the Credit Union from any and all liability for such payment. The Credit Union may accept instructions from any Party or act at the request of any Party with regard to any such Account without the consent of any other Party to the Account. Each Party authorizes all other Parties to the Account to act on his or her behalf with respect to the Account and to endorse any instrument payable to him or her for deposit to any such Account. Without the consent or joining of any other Party and without regard to the interest in the Account of any other Party, any Party to the Account may (i) make deposits to or withdraw funds from the Account, (ii) place stop payment orders with respect to any items drawn on the Account by any Party to the Account, or (iii) pledge all of the shares or deposits in an Account to secure any indebtedness owing to us. In the event that any Account may be accessed by means of an electronic fund transfer, including the use of a Freedom Debit Card issued in connection with the Account or any telephone or computer

access program, each Owner grants to every other Owner actual authority to initiate any such transfer, to use any such Freedom Debit Card issued, or to use any personal identification number issued in connection with any such telephone or computer access program.

Multiple-Party Account Owners may only remove themselves from an Account and may not remove any other Owners. We may require a new Application whenever the Ownership of an Account is modified. Any Multiple-Party Account Owner may close an Account at any time without notice to any other Owner. All Account Owners must provide their consent in such manner as we may require to add additional Owners to a Multiple-Party Account. Any joint Account Owner may add or remove Payable on Death payees on an Account upon notice to us in such form as we may require and without notice to any other Account Owner. If a primary member removes himself/herself from an Account, the remaining Owners may continue to maintain Accounts only if at least one of the Owners is a member or is within the Credit Union's field of membership. The Parties agree that the Credit Union may pay funds in any Multiple-Party Account to or on the order of any Party, regardless of whether any such Party is incapacitated or deceased. The Credit Union makes no representation concerning the legal consequences or effectiveness of the survivorship rights described in this Agreement, including any consequences arising out of the community property laws of any state, and you agree to hold us harmless from any loss or liability in connection with any survivorship designation. You understand that you should consult with a qualified attorney if you have any question regarding the validity, effectiveness, or fitness of any such survivorship designation for any purpose.

(a) **Multiple-Party Account with Right of Survivorship.** An Account will be a Multiple-Party Account with Right of Survivorship if you have so elected and indicated on any Account Card, Account authorization, or signature card, or if any such authorization or card otherwise represents that the Account is held jointly with right of survivorship. All funds deposited into any such Account, including any earnings thereon, shall be owned by the Parties jointly with all others who signed the Application, authorization or signature card, with right of survivorship. On the death of a Party, all sums in the Account on the date of the death vest in and belong to the surviving Party or Parties as their separate property and estate.

(b) **Multiple-Party Account without Right of Survivorship.** An Account will be a Multiple-Party Account without Right of Survivorship if you have so indicated on any Account Card or other authorization, or if any such instrument otherwise fails to expressly indicate that the Account is held jointly with right of survivorship. On the death of a Party, the Party's ownership of the Account passes as a part of the Party's estate under the Party's will or by the law governing the estate of a person who dies without a valid will. The interest of the surviving Owners is subject to any lien the Credit Union has for a deceased Party's obligations and any security interest the deceased Party gave in the Account funds, regardless of whether the surviving Owners consented to the security interest.

3. **Payable on Death (P.O.D.) Accounts.** A P.O.D. Account is an Account payable on request to one or more Parties during their lifetimes and upon the death of the last of those Parties, payable to one or more P.O.D. payees named in the Application executed in connection with the Account. You agree that the persons named as P.O.D. payees in any Application or Payable on Death Agreement, whether one or more, are designated as P.O.D. payees. During your lifetime, all funds paid into or deposited into the designated Account, including any earnings thereon, shall be owned by you, and payment may be made upon your request or the request of any Party to the Account. If there is more than one Owner, then during your lifetimes the provisions set forth above with regard to Multiple-Party Accounts shall control. Upon the death of the last of you to survive, each P.O.D. payee agrees that all such funds (funds remaining after any/all credit union obligations have been satisfied) shall be owned by the P.O.D. payees surviving with right of survivorship. Payment may be made at the request of any named P.O.D. payee then living, and any payment made upon the request of any surviving P.O.D. payee discharges us from any and all liability to that P.O.D. payee and any remaining P.O.D. payees or their heirs, executors, and personal representatives. You, your heirs, executors, and personal representatives agree to defend, indemnify, and hold us harmless from any claim asserted by any person or estate as a result of the payment of funds deposited in the designated Account. You understand and agree that a P.O.D. designation shall be effective only with respect to a Single-Party or a Multiple-Party Account. You understand and agree, further, that a P.O.D. designation may be ineffective unless signed by all original Parties to the Account. We make no representation concerning the legal consequences or effect of any P.O.D. designation, and you understand that you should consult with your attorney if you have any question regarding the validity or effectiveness of any such P.O.D. designation for any purpose.

4. **Convenience Account.** If an Account is established by one or more Parties in the names of the Parties as a Convenience Account, all sums on deposit in the Account are paid or delivered to the Parties establishing the Account or to any other Party to the Account (such other Party hereinafter referred to as a "convenience signer") for the convenience of the Parties opening the Account. The making of a deposit in a Convenience Account does not affect title to the deposit. A Party establishing a Convenience Account is not considered to have made a gift of the deposit or of any additions or accruals to the deposit to the convenience signer. On the death of the last surviving Party, a convenience signer shall have no right of survivorship in the Account and ownership of the Account remains in the estate of the last surviving Party. If an addition is made to the Account by anyone other than a Party establishing the Account, the addition and accruals to the addition are considered to have been made by a Party. All deposits to a Convenience Account and additions and accruals to the deposits may be paid to a Party establishing the Account or to a convenience signer. The Credit Union is completely released from liability for a payment made from the Account to a convenience signer before it receives notice in writing signed by a Party not to make payment in accordance with the terms of the Account. After receipt of the notice from a Party, the Credit Union may require a Party to approve any further payments from the Account. If the Credit Union makes payment of sums on deposit in a Convenience Account to a convenience signer after the death of the last surviving Party establishing the Account, and before the Credit Union has received written notice of the last surviving Party's death, the Credit Union is completely released from liability for the payment. If the Credit Union makes payment to the personal representative of the deceased last surviving Party's estate after the death of the last surviving party and before service on the Credit Union of a court order prohibiting payment, the Credit Union is released to the extent of the payment from liability to any person claiming a right to the funds. The receipt by the representative to whom payment is made is a complete release and discharge of the Credit Union.

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

6. **IOLTA Checking Accounts.** IOLTA (Interest on Lawyers Trust Accounts) RBFUCU offers IOLTA checking accounts for lawyers according to the rules and guidelines set forth by the Texas Access to Justice Foundation. The lawyers must qualify for membership and have a primary savings account. The IOLTA account can only be set up as a checking account and must receive paper statements. Electronic statements are not available on IOLTA accounts.

7. **Uniform Transfers to Minors Accounts.** At our option, we may accept deposits in Accounts established by a custodian under the Texas Uniform Transfers to Minors Act (TUTMA). A TUTMA Account is owned by the minor, and amounts deposited into the Account constitute an irrevocable gift to that minor. The custodian named is the sole Party entitled to access the Account for the minor's benefit. We have no duty to (i) determine if the person designated or acting as custodian has been duly designated, (ii) determine if an act of the custodian is in accordance with or authorized by the Texas Uniform Transfers to Minors Act, (iii) question the validity or propriety of any instrument or any instructions executed or given by a person acting as a donor or custodian or (iv) oversee the application by a custodian of money or other property paid or delivered to the custodian.

8. **Accounts for Minors.** At our option, we may accept deposits in the name of a minor. We may require that a minor Account have a creditworthy joint owner at least 18 years of age who shall be jointly and severally liable for any amounts owing to us out of the Account. We may make payments or deliver other rights solely to the minor without regard to the minors minority, and you acknowledge and agree that we are discharged from liability to the extent of any such payment or delivery. We have no duty to inquire of the use or purpose of any transaction requested by the minor or any joint Owner. If you request that we open a minor Account on which the minors parent or guardian will not be a joint Owner, we may require the parent or guardians consent before opening the Account. We may also require that the Account Owners give written consent to allow the minor's parent or guardian to access information about the Account. You may not pledge a minor Account as collateral for a loan or for any other purpose. When the minor reaches the age of 18, we may require the consent of all Account owners before changing the form or ownership of the Account.

9. **Accounts for Guardianships and Estates.** At our option we may accept deposits in the name of (i) a ward on whose behalf a Guardianship has been established under applicable law, or (ii) the estate of a deceased member being administered under applicable law. Any guardian or estate representative (whether executor, administrator or otherwise) authorized to sign on any such Account shall be subject to the terms and conditions set forth in this Agreement and any other agreement governing any such Account. You agree that we will have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations otherwise set forth in this Agreement or other applicable agreement, and you agree that we will not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds by the guardian or estate representative. If we are presented with Letters of Guardianship, Letters Testamentary, or Letters of Administration valid on their face, you agree that we will have no further duty to (i) determine if the person appointed guardian or estate representative has qualified or continues to be qualified as guardian or as estate representative, (ii) determine if an act of the guardian or estate representative is in accordance with or authorized by the Texas Probate Code or other applicable law, (iii) question the validity or propriety of any instrument or any instructions executed or given by a person acting as a guardian or estate representative, or (iv) oversee the administration by a guardian or estate representative of money or other property paid or delivered to him or her. You agree that we may rely upon Letters of Guardianship, Letters Testamentary, or Letters of Administration that are valid upon presentation, that we may continue to rely upon the same without inquiring into their expiration or renewal, and that we may assume their renewal unless notified in writing to the contrary. Further, you agree that we will have no obligation to recognize or honor any such Letters that we know to have expired without renewal pursuant to the provisions of the Texas Probate Code or other applicable law. If we receive notice of expiration without renewal, we will have no obligation to honor any check that is presented for payment or to honor any requests for withdrawal of funds from the Account of a ward or an estate until we receive renewed Letters or another order issuing out of a court of competent jurisdiction.

10. **Representative Payee Accounts.** At our option, we may accept deposits in Accounts established in a member's name and for the member's benefit by an individual appointed as a Social Security Administration or Veterans Administration "Representative Payee." Funds in a Representative Payee Account are owned by the member beneficiary. Only the Representative Payee, however, shall have direct access to the funds on deposit. If an Account is opened, you (whether as beneficiary or as Representative Payee) agree that we may accept deposits, including direct deposits from the Social Security Administration and Veterans Administration, that we may permit withdrawals from the Account by the Representative Payee through such means as we may prescribe from time to time, and that we may restrict access to the Account by the beneficiary. You agree that the Representative Payee alone will be responsible for compliance with the Rules of the Social Security Administration or Veterans Administration governing such Accounts. You agree that if we make payment to or at the direction of a Representative Payee, any such payment shall be valid and shall discharge us from any liability for the sums paid. You agree that we may rely upon any appointment of a Representative Payee that is valid on its face, that we will have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations otherwise set forth in this Agreement, and that we will have no duty to oversee the application by a Representative Payee of any funds withdrawn from the Account. You agree that, if any deposit to an Account is subsequently reversed, whether by the Social Security Administration, Veterans Administration, or otherwise, we may transfer funds in other Accounts held by the beneficiary or the Representative Payee in order to cure any overdraft that may occur as a result of such reversal. You agree to save, indemnify, defend, and hold us harmless from any claim, demand, suit, or other charge by any person or entity arising out of or resulting from the establishment, maintenance, and transaction of any business related to a Representative Payee Account or any other Account designated for the receipt of government benefits.

11. **Business and Organizational Accounts.** RBFUCU offers Business and Organizational Accounts.

**Money Service Business Accounts.** We do not accept Business Accounts for businesses engaged in a Money Service Business (MSB). A MSB is generally defined as (i) a currency dealer or exchanger, (ii) a check casher, (iii) an issuer, seller, or redeemer of traveler's checks, money orders, or stored value, or (iv) a money transmitter. The Credit Union reserves the right to close any account engaged in the above activity. The Credit Union may elect to close the checking account and restrict the savings account to "mail only" access.

**Non-Bank Financial Institution Accounts.** We do not accept Non-Bank Financial Institutions (NBF) offering financial services. Example: casinos, pawn brokers and insurance companies. The Credit Union reserves the right to close any account engaged in the above activity. The Credit Union may elect to close the checking account and restrict the savings account to "mail only" access.

**Internet Gambling.** The Credit Union is prohibited from processing illegal transactions, through your Accounts or through our relationship with you, including unlawful Internet gambling transactions. You may not use your Account in any manner or for any transaction that we believe poses an undue risk of illegality, and we may refuse to process or authorize any such use or transaction. We may also impose restrictions on your Account or we may close your Account if you engage in unlawful activity. If you use your Account relationship or engage in a transaction that is determined to be illegal, you will be liable to us. You waive any right to take legal action against the Credit Union for any illegal use or transactions and you agree to indemnify, defend, and hold harmless the Credit Union and any third-party processors from and against any

lawsuits, other legal action, or liability that results directly or indirectly from such illegal use or transactions. You agree to certify to us at Account opening and, if requested, annually that you do not engage in an Internet gambling business. You authorize us to investigate the Account Owner, the principals', and the Authorized Signers' background, including without limitation any financial institution and payment processor references. You also agree to notify us immediately if at any time the Account Owner's business changes in any way that causes any prior certification to be inaccurate. If you certify to us that the Account Owner has legal authority to engage in an Internet gambling business, you acknowledge that we may choose to close the Account in our sole and absolute discretion.

12. **Fiduciary Accounts.** To open a Fiduciary Account you must be authorized to do so and provide any required documentation to support this request. Under no circumstance will RBFCU be liable for the actions of the Fiduciary or obligated to ensure that the Fiduciary's actions are in accordance with any instructions, guidance or directives provided to them. It is up to you (as our member) to determine, beforehand, any legal effects or implications related to this type of account.

## **CHECKS/ACH/DEBITS**

1. **Payment Authorization.** You authorize us to pay checks signed by you and charge the payments against the applicable Account. Only checks or other methods approved by us may be used to withdraw funds from your Account. You agree that it will be your responsibility to verify the accuracy of information appearing on any checks, deposit slips, or other forms, and you agree that we will not be liable for any printing errors on any such forms. All checks, withdrawal forms, deposit slips, and transfer instructions used in connection with any Account must be on forms that we provide or otherwise expressly approve. You agree to complete checks using a non-gel, black or dark blue ink that will readily transfer during any imaging of the check. We will not be liable for any resulting losses, and you agree to hold us harmless from such losses, if you fail to meet your obligations as set forth in this paragraph. We pay all checks and debits on your checking account in order of arrival sequence throughout the day. To avoid fees, you should ensure that your Account contains sufficient available funds at all times to pay each of your transactions. In making distributions upon the death or disability of any Party, you agree that we may rely upon our records at the time of any such death or disability. If an instrument (check) contains contradictory terms, typewritten terms prevail over printed terms, handwritten terms prevail over both, and words prevail over numbers (UCC3-114).

2. **Stale Items.** We are under no obligation to pay a check that is presented for payment more than six months from its date. In the event that a check drawn on your Account is payable by its terms within a stated period of time, we are under no obligation to pay that check if it is presented after the expiration of that time period.

3. **Overdrafts and Overdraft Protection.** You agree to maintain funds in your Accounts at all times sufficient to pay any withdrawal order (whether oral, written, or otherwise) or item presented for payment against the applicable Account. We are under no obligation to pay any order or item (i) the amount of which exceeds the available balance in the Account upon which the order was made or the item was drawn, or (ii) that would exceed limitations imposed upon the applicable Account under our policies and procedures or under applicable law, including Federal Reserve Board Regulation D. We pay all checks and debits on your checking account in order of arrival sequence throughout the day. In the event that we do pay any such item, we will not waive our right to dishonor any subsequent items presented. If we do pay an item, the amount of which exceeds the balance in the Account upon which it is drawn, or if any item deposited to your Account is subsequently returned and charged back to your Account creating an overdraft, you agree to pay us immediately the amount by which that Account is overdrawn together with any fees that we might assess. You also authorize us to deduct any overdraft from your next deposit (including a direct deposit of social security or other government benefits), to withhold or to transfer funds from any other Account to which you are Party in amounts sufficient to cover any overdraft and resulting overdraft fees, or to use any other collection remedy available to us by law. If you write a check or take any other action that would result in an Account becoming overdrawn, then unless you have specifically refused automatic overdraft protection from your Accounts, such check or action taken shall be deemed to be a request by you to us to transfer available funds from your Savings Account or any other Account permitted by us (subject to Regulation D automatic transfer limits), or to make an advance under your Line of Credit Agreement with us, in \$100 increments (or a lesser amount if your available amount is less than \$100 but sufficient to pay the item(s) presented) to pay such check or otherwise remedy the overdraft, together with any service charge we may impose. We will use our best efforts to transfer funds from other eligible accounts to your Checking Account, or to make an advance under your Line of Credit Agreement, in the manner in which you have directed. Our Courtesy Pay service may be available when no other form of overdraft protection is available. We pay an account overdraft at our discretion. If we do not pay an overdraft, your transaction will be declined. Courtesy Pay is offered as a courtesy to our members who qualify for this service. Due to regulatory requirements members must "Opt In" for Courtesy Pay through any of our branch locations, Member Service Center, or NetBranch online. Your ability to "Opt In" may be limited or restricted to prevent structured or intended abuse of the program. Courtesy Pay is automatic to cover checks and ACH. To cover debit card transactions you must "Opt In." Courtesy Pay can be revoked at our sole and absolute discretion. If sufficient "available" funds are not available, then any such item presented may be returned to the payee due to insufficient funds and a charge made to your Account in such amounts as we may establish from time to time. Each Party to any of your Accounts will be jointly and severally liable for overdrafts and other obligations owed to us that are caused by any other Party to the Account. A member can revoke any courtesy choices by "Opting Out" at 1-800-580-3300, at any branch or via NetBranch.

4. **Signatures.** You authorize us to recognize any of the following: Verbal Confirmations, Electronic Acknowledgements and/or signatures set forth on the Application in the payment of funds or the transaction of any business for your Accounts. You authorize us to pay a check presented for payment even though the signature or signatures thereon do not correspond exactly with the signatures on the Application. We are not obligated to honor a check unless the signature or signatures do correspond exactly with the signatures on the Application. We may recognize facsimile signatures, signatures imprinted by mechanical devices, or any other methods of authentication, including orders to pay that are received electronically or telephonically. You agree that we may act upon and rely upon documentation, correspondence, or other instructions with respect to your Accounts that we receive by way of electronic or facsimile transmission, including Account agreements, requests to modify Accounts, loan agreements, and any other order with respect to your Accounts, and you agree to such verification procedures as we may implement from time to time. You agree that we may maintain copies of Account records, including copies maintained electronically, in lieu of any originals and that any such copies will be considered original records for any purpose, including admissibility in evidence as original records before any court or administrative agency.

5. **Postdated, Incomplete and Conditional Items.** You agree to hold us harmless from any and all loss and liability that we may incur due to our inadvertent payment of incomplete or postdated items, items endorsed "without recourse," or conditional items. You agree that we will not have any duty to discover or comply with postdated, incomplete, or conditional items. You agree that we may disregard any information on any check or draft other than the amount of the item, the identity of the drawee bank, any magnetically encoded information, and the signature of the drawer, regardless of whether that information is consistent with any other information on the item. You agree that we may decline to accept, process or pay any item or order that, in our estimation, is ambiguous or otherwise unclear in its terms. You also agree that, at our

option, we may use our best efforts to resolve any such ambiguity and you agree to release and hold us harmless from any and all loss and liability that we may incur or that may arise in connection with our attempts to resolve any such ambiguity.

**6. Wire Transfers, Automated Clearing House (ACH), and Other Payment Order Transactions.**

- (a) **Governing Regulations.** If you send or receive a wire transfer, Fedwire may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire. If you are a party to an Automated Clearing House (ACH) entry, you acknowledge and agree that any such entry will be governed by the National Automated Clearing House Association (NACHA) Operating Rules, the Rules of any local ACH, and the Rules of any other system through which the entry is made. Other payment orders you make may be governed by Article 4A of the Texas Business & Commerce Code.
- (b) **Notification.** Under NACHA Rules, we are not required to give you next day notice of the receipt of an ACH entry and we will not do so, nor will we give you next-day notice of the receipt of a wire transfer. However, we will notify you of these transfers in your Account Statement.
- (c) **Provisional and Final Payment.** If we credit your Account for an ACH entry or a wire transfer, the credit is provisional until we receive final settlement for the payment order. If we do not receive final settlement, or if we credit your Account by mistake, we are entitled to a refund of the amount credited and you agree that, at our option, we may reverse the credit or require that you reimburse us by way of direct payment.
- (d) **Identifying Account Numbers.** You agree that we can rely upon any identifying account number given to us in connection with any ACH or wire transfer, even if the number identifies a person different than the named beneficiary or a financial institution different from the named financial institution. You agree that neither we nor any other institution involved in the transaction has a duty to determine whether the number given matches the intended beneficiary or the named financial institution. RBFCU may rely upon the identifying number of the Beneficiary or The Receiving/Beneficiary financial institution (such as routing number, account number), as instructed. The Receiving/Beneficiary Financial Institution may make payment using the account number even if it identifies a person or entity different from the named Beneficiary.
- (e) **Our Liability; Interest Payable.** We may be responsible for your direct expenses if we fail to exercise ordinary care in carrying out your instructions in connection with a wire transfer transaction. In no event, however, will we be liable for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind. We are not required to pay interest on any amount we may owe to you due to an unauthorized wire transfer arising out of our error unless you exercise ordinary care to discover the unauthorized transfer and promptly advise us of the relevant facts within the time period set forth below in the Account Statements paragraph. Any rate of interest that we might be obligated to pay to you as a matter of law for a delay or incorrect transfer arising out of our error will be the lower of the federal funds rate at the time of the correction or the dividend rate that we pay on the Account to or from which the funds transfer should have occurred. RBFCU will not be liable for any lost or misapplied funds caused by erroneous transfer details provided to us. Please ensure you verify all transfers details to ensure prompt and accurate delivery.
- (f) **Security Procedures.** You agree that we may verify the authenticity of payment orders using our security procedures in place at the time of any such order, which may include a combination of signature verification, call back procedures, the use of identifying words or numbers, and identification via employee ID badge, valid driver's license, or other photo identification document. To prevent unauthorized access to your accounts, you agree to protect and keep confidential your account number, online username and passwords, or any other items of personal information that we may utilize to confirm your identity, from any person not authorized to access your accounts. This responsibility includes, without limitation, utilizing up to date web browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You acknowledge and agree that the security procedures used by RBFCU are commercially reasonable. In some cases we may take additional actions to verify the authenticity or detect an error in a Wire Transfer request. Any additional actions will not be considered part of an agreement and may only be used periodically. If you disclose your account numbers, usernames, or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity to use your account to request Wire Transfers or to access or use your account numbers, user names, passwords, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity. If you believe someone may attempt to use or has used the Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify RBFCU.
- (g) **Force Majeure.** We are not liable for a failure to execute a payment order according to your instructions if an interruption in communication facilities or some other circumstance beyond our control such as fire or flood prevents the transfer, despite reasonable precautions we have taken.
- (h) **Cutoff Times.** We reserve the right to require notice at least three business days in advance in order to cancel or amend an ACH payment order. If we do accept a request to amend or cancel an ACH payment order in fewer than three business days of the post date, and have a reasonable time to act on the request, an attempt to accept the request will be made but we will not be responsible. All other transfers, payment orders, and communications canceling or amending payment orders received after 2:30 p.m. on each weekday we are open that is not a holiday may be treated as having been received on the next banking day and processed accordingly. All transfer received will be reviewed and processed within a commercially reasonable time, generally within one business day.
- (i) **General.** You agree that only our forms, methods, and procedures may be utilized. You also agree that in the event of an error, we may correct any such error without prior approval by you. Any authorization you make to initiate paperless debit or credit entries will remain in effect until we receive written notice from you that your authorization has been revoked in a manner and in time to provide us with a reasonable opportunity to act on it. We may delay posting international wire transfer and electronic transactions to your Account if such action is necessary to comply with requirements set forth by the Office of Foreign Assets Control (OFAC). We may refuse to credit an Account for a wire transfer or electronic transaction if such action would violate OFAC requirements. RBFCU must have 1) Beneficiary name and address as it appears on the account at the receiving financial institution; 2) account number; 3) receiving/beneficiary financial institution to complete the transfer successfully.

**7. Stop Payment.** You may stop payment on items drawn on your Accounts. You agree to hold us harmless from any claim, loss, damage, or expense that we may incur, including attorney's fees, resulting from our refusing payment of any item on which you have stopped payment or from the payment of any item after your stop payment order has expired. A stop payment order on checks will be effective for six months and must be renewed every six months thereafter if you wish for it to be extended. Stop payment requests on electronic fund transfer items will be placed for an indefinite period of time.

A stop payment order, a renewal of an order, or a revocation of any such order shall not be effective unless delivered to a member of our staff during our regular business hours and until we have had a reasonable opportunity to act on it. Due to computer systems limitations, we can intercept an item subject to a stop payment order only if the precise amount, date, check number, name of payee, and any other information that we may reasonably require is provided. If that information is not provided, 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, but we normally will accept an oral stop payment order. Any stop payment order, renewal, or revocation will incur a charge as set forth on our 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 by any other person who has signed the Application or is otherwise authorized to transact business relating to the Account. You agree that we will not be liable for any inadvertent payment of any item, notwithstanding a stop payment order, if we have used ordinary care and followed our usual practices in handling such an order. If an item is paid over a valid stop payment order due to our failure to exercise ordinary care, we may be liable to you for any loss you suffer as a result of that inadvertent payment. You agree, however, that it will be your responsibility to establish any such loss. You agree that we will never be liable for more than your actual loss and that we will not be liable for any consequential damages. If we do credit your Account after paying an item over a valid stop payment order, you agree to take whatever action we deem necessary to transfer to us all of your rights against the payee or holder of the item and to assist us if we take legal action against the payee or any other person. For information concerning your right to stop payment of preauthorized electronic fund transfers, please refer to your Electronic Fund Transfers Agreement and Disclosures. You may not stop payment of Credit Union Official Checks issued by us at your request. You may not stop payment on transactions initiated through the use of an ATM card, a check card, or a similar device at an ATM or at a point of sale.

**8. Limitations on Preauthorized Transfers.** Under government regulations that apply to Share and Money Market Accounts, you may not make more than six transfers and withdrawals, or a combination of such transfers and withdrawals from such Accounts, per calendar month to another Credit Union account of yours or to a third party by means of a preauthorized, or a telephonic agreement, order, or instruction (including transfers by personal computer or other data transmission). Withdrawals by mail, messenger, ATM, or in person, and transfers to make payments on your loans with us are not included in this limitation. However, automatic overdraft protection transfers, HAL transfers, and NetBranch transfers from your Savings and Money Market Accounts are included in this limitation. If you exceed the number of transfers permitted, your account may be subject to fees, returns or closure.

**9. Credit Union Liability.** Except for losses caused by our failure to exercise ordinary care or our failure to act in good faith, you agree that we will not be liable for any action or inaction regarding the payment or non-payment of items, collection of items, other withdrawals, or the transfer of funds in satisfaction of overdrafts. Subject to applicable law, you agree that we will never be liable for any consequential damages arising out of or related to our obligations under this Agreement.

**10. Checks/ACH/Debit Clearing Process.** We pay all checks and debits on your checking account in order of arrival sequence throughout the day. We do not pay items according to dollar amount of the item or by transaction type (debit, check or ACH).

In the event you do not have the funds in your Available balance to clear an item we will use the overdraft options you have selected. This may be a transfer from your savings account (limitations do apply for this option – refer to the overdraft section of this membership agreement) or by an advance on your Line of Credit. There are no fees associated with these overdraft options.

If your account is qualified for Courtesy Pay (note: you must opt-in for debit card Courtesy Pay) we may pay the item resulting in a negative Available balance on your account. There is a fee associated with this service and the negative balance and applicable fees must be cleared within 45 days. There are daily limits on your eligible courtesy pay amount that is determined by your account deposit habits and may change from day to day. (Do not rely on this method to pay your items – it is intended only as a courtesy in the event you accidentally overdraw your account. Refer to Courtesy Pay in our Overdraft section of this membership agreement.)

In the event that no overdraft options exist on your account at the time the item is presented it will be returned unpaid and your account will be charged an insufficient funds fee.

## **DEPOSIT OF ITEMS**

**1. Handling of Items.** We act only as a collecting agent for any items deposited. Any deposit that we accept will be provisional and will be subject to subsequent payment verification. We are not responsible for any deposit or other transaction initiated by mail until the item is actually received. We will not be responsible for any deposit or other transaction made through the use of our night depository or any other unattended facility until the item or items are actually removed from the depository or facility by our personnel. We will not be responsible for any deposit or other transaction during the course of delivery to us by any courier or other third party until the item or items are actually received by our personnel. We have the right to endorse all checks payable to you for deposit into your Account. We will not be liable for the negligence of any correspondent bank or institution nor for any loss incurred in transit when items are forwarded to correspondents. We will not be liable for any delay as a result of any interruption of communication facilities or any other circumstances beyond our control. You agree to bear the risk of any change in the exchange rate with respect to any items that may be payable in foreign currency. You agree that we may charge back any item before payment without notice, regardless of whether the item has been returned. You agree that, if a check that has been deposited to your Account or cashed by you at the Credit Union is subsequently returned based upon a breach or alleged breach of any transfer warranty, presentment warranty, or otherwise, we may charge back the amount of any such item to your Account at any time without notice. You agree that we may resubmit an item that has been returned to us for payment, and you waive notice that an item has been dishonored or charged back against your Account. You also agree that, if we are charged a fee by any other institution in connection with any of your Accounts, that fee expense may be charged to your Account. Requesting a hold on any deposit will not alter or release you from your responsibilities for that item. An item can be returned unpaid for up to three years for fraud or forgery. Acceptance of your deposit does not guarantee collectability.

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

**3. Right to Refuse Deposit.** If you request that we accept for deposit a substitute check that was not created by a financial institution or a check that has already been deposited at a financial institution but returned, we are under no obligation to accept the check for deposit. If we do, however, you agree to hold us harmless from any loss or liability, including consequential damages, attorney's fees, and expenses that may arise because of our acceptance of the item. In any event, in our discretion, we may refuse any deposit, limit the amount that may be deposited, accept all or any part of a deposit for collection only, return all or any part of any deposit, or close the Account subject to applicable regulations.

4. **Deposit Verification.** If a deposit is made to your Account and we subsequently determine that the deposit or the amount of the deposit initially credited was incorrect, we may correct any such error and make corresponding adjustments to your Account in order to reflect the correction.

5. **Accrual of Dividends.** When you make a deposit, dividends begin to accrue on the day your deposit is posted. However, if your deposit is returned to us, we reserve the right to make dividend adjustments and you may be charged a fee.

**GENERAL PROVISIONS**

1. **Account Security.** In the event of a security issue related to your Account, you agree that we may notify you using your contact information listed in our Account records, including your e-mail address and mobile texts.

2. **Account Statements.** RBFCU member statements (monthly and quarterly) are delivered by mail unless the member “opts in” for each applicable account to receive electronically. If the member “opts in” they agree to “opt in” for all accounts and will no longer receive a printed statement by mail. You are responsible for promptly examining each Account statement. Any objection you may have respecting any unauthorized withdrawal, any payment order (including a wire transfer), or any other item or deposit shown on or missing from a statement, except for electronic fund transfers, will be waived unless you have notified RBFCU on or before the 33<sup>rd</sup> day following the date the statement is delivered (60<sup>th</sup> day if your claim relates to a substitute check), subject to applicable law. You agree that we will not be liable for any unauthorized withdrawal, any payment order, any forged, unauthorized, or altered item drawn on or deposited to your Account, any item with missing signatures or endorsements, any missing or diverted deposit, or any other error or discrepancy if you fail to notify us within the applicable time period above, nor will we be liable for any forged or altered item if the forgery or alteration is not readily ascertainable upon inspection. You agree that no legal action may or will be instituted by you against us seeking the recovery of any alleged loss as a result of the payment of a forged, unauthorized, or altered item or as a result of any missing or diverted deposit, or due to any other error or discrepancy, unless you have provided us with notice within the period prescribed above and any such legal action shall have been instituted within two years after the date that the statement containing any such error was mailed or otherwise made available to you. Please refer to your Electronic Fund Transfers Agreement and Disclosures to determine your notification obligations in the event of unauthorized electronic fund transfers or other errors in connection with such transfers.

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

Active accounts receive an Account statement monthly for Checking and Loan accounts and quarterly for Savings, Money Market, Certificates and IRA accounts. It is your responsibility to ensure that your statements are received, and you agree that we will not be responsible for the loss or theft of your statements. It is important that you make note of the time that you regularly receive your statement. You agree to notify us immediately and in any event within 14 days of that time, if you fail to receive your statement. You agree, further, to notify us immediately and in any event within 30 days of any changes to your address or other personal or business information on file with us. You authorize us to update your address on file with us if we are notified by the U.S. Postal Service of a change of your address.

Dividend and Statement Chart		
Account Type	Dividends Paid	Statement Sent
Checking	Monthly	Monthly
Savings	Monthly	Quarterly*
Money Market	Monthly	Quarterly*
Certificate	Monthly	Quarterly
IRA	Monthly	Quarterly
Consumer Loan	-	Monthly
Mortgage Loan	-	Monthly
If any combination of accounts has a monthly statement, then all accounts in that combination will be monthly. *EFT transactions on a savings or money market account will generate a monthly statement. NOTE: Money market accounts should only have EFT/ACH deposits, not withdrawals.		
Closed Accounts		
Member will receive final statement after their account is closed on their normal statement date, depending on what type of account above. For security reasons, we destroy statements returned to us by the U.S. Post Office, so please notify us promptly if your address changes. We are not responsible for statements lost while not in our possession. You may obtain a copy of your statement for a nominal fee. Current statements are also available on NetBranch Online. Electronic statements will automatically be re-coded to receive a paper statement upon account closing. The final statement will be paper.		

You acknowledge that we employ an automated collection procedure in order to more efficiently handle the high volume of items we process, and for that reason our procedures generally do not include sight-review of items. You acknowledge and agree that reasonable commercial standards do not require us to sight review every check presented and that any failure to sight review does not constitute a lack of ordinary care in the payment of any item.

3. **Amendment.** You agree that we may add to, change, or delete the terms of this Agreement, the Truth-In-Savings Account Disclosures and Rate and Fee Schedules, and any notice, agreement, or policy made a part of this Agreement, from time to time in our sole discretion, subject to applicable law.

4. **Annual Tax Statement**

Mortgage/Real Estate	1098	Annually – EOY
IRA	5498	Annually – May
Dividends (\$10 or more earned)	1099-DIV	Annually – EOY
Retirement distributions	1099-R	Annually - EOY

5. **Attorney's Fees.** In addition to any other rights we may have at law or under this Agreement to recover fees and costs, we shall be entitled to recover reasonable attorney's fees and costs expended in connection with the enforcement of this Agreement and the defense of any rights we may have under this Agreement, and you authorize the Credit Union to deduct any such fees and costs from your Account without prior notice to you.

6. **Balance Computation Method.** The "daily balance method" is used to calculate dividends on your accounts. This method applies to a daily rate to the principal in the accounts. The daily rate is 1/365 of the dividend rate.

**Dividend Formula = Balance X Number of Days X (Dividend Rate ÷ 365)\***

\*Rounded to eight places

**Dividend Calculation Method:** Dividends accrue from the day the deposit is posted up to (and including) the day of withdrawal. Dividends are calculated using the daily balance method which applies a daily rate to the end of day balance in the account. The daily rate is 1/365 of the dividend rate.

**Formula dividend calculation:** Balance x number of days in dividend period by dividend rate / 365

7. **Check Orders.** We offer both personal and business checks through our authorized vendor. Many styles offer carbonless duplicates which allows you to keep a copy of the original check. If you require proof of payment, a photocopy of the original check is available by request for a small fee (two free per month). Like a cancelled check, a photocopy is a legally acceptable proof of payment and may be used for other recordkeeping purposes.

We ask that you use checks from our authorized vendor. We may be unable to assist you if you encounter problems using another check vendor and may have to refuse to accept those checks if our systems cannot read or process them.

8. **Closing the Account.** The owner on an Account may close the Account at any time. Your right to close an Account is subject to any statutory or contractual lien existing in our favor and any legal process levied against any such Account. The Credit Union may close an account if the balance drops below par value (\$1.00) for a period of 30 days. A new account that is not properly funded within a 30-day period will be closed. A closed account cannot be reopened. Members closing out all accounts will need to re-qualify for membership and follow all required processes to open a new account.

9. **Coin Counter.** Coin counting machines are located in many branches for our member's convenience. Members are asked to make sure their coins are free from foreign objects and debris to protect the machine. Members are also asked to be courteous of other members and try to limit usage to reasonable and customary. If there is a disagreement regarding the definition of "reasonable and customary" the Branch Manager will make that determination. Fees may be assessed for excessive use.

10. **Contractual Liens.** Unless otherwise prohibited by applicable law or our policies and procedures, you may pledge all or any part of your shares and deposits, except for Money Market Accounts and other exempt Accounts, as security for any loan. In addition to any lien we have as a matter of law, you grant us a contractual lien on all shares, deposits, and accrued dividends in any Account in which you have an interest to the extent of any loans made to you and any other obligation of yours that you owe to us, which lien secures repayment of any such loan or obligation to the extent not prohibited under the federal Truth in Lending Act. You are not giving a security interest in any shares or deposits in an IRA or any other Account, which if pledged would result in the loss of special tax treatment under the Internal Revenue Code. You agree that, if any such Account is a Multiple-Party Account, the entire amount in such Account shall be subject to our lien and shall secure the indebtedness of each Owner owing to us. You agree that we may exercise our lien and apply the entire amount in any such Account against the indebtedness of any Owner owing to us notwithstanding the interest of any other Owner in the Account, and without notice. You agree to pay us all expenses and costs, including attorney's fees, that we may incur in defending or enforcing our right to exercise our lien against the indebtedness of any one or more Owners, and you agree that we will not be liable for dishonoring checks or other items where the exercise of our lien or any right of offset that may exist results in there being insufficient funds in the Account to honor such items. If we cash a check for you over the counter at your request and any such check is subsequently returned unpaid for any reason, you agree that we may charge the amount of the item against your Account. If we elect not to enforce our lien at any time, we do not waive our right to enforce that lien on subsequent occasions. The lien secures all direct and indirect indebtedness that you may owe to us whether as a borrower, co-maker, guarantor, or otherwise. You agree that, with regard to any indebtedness owing to us secured by your principal residence, our lien on shares and deposits shall not be construed so as to diminish or forfeit any security interest in or indebtedness secured by such residence, nor shall our lien be construed so as to permit the modification of any claim we may have under applicable bankruptcy law, including 11 U.S.C. §1322(b)(2), and to the extent that this lien is so construed, it is hereby waived and shall be void.

You agree that we will pull a credit report (hard pull) to open an account or if you request a loan or loan increase.

To the extent permitted by law, any collateral you pledge to secure a loan payable to RBFCU shall secure your performance of any other obligations owed to RBFCU.

11. **Credit Reports.** You understand and agree we have the authority at any time to check your credit report (to include a hard pull), to verify your employment, and/or use any public records available to us. **We may report information about your accounts (to include loans) to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.** If you believe that information we may report or have reported to a credit bureau is inaccurate or incomplete, please notify us in writing at the address listed in this Agreement. Include your name, address, contact telephone number and Account number and identify the information you believe is incorrect. If your notification relates to an incident of identity theft, we will require a copy of your identity theft report filed with law enforcement authorities.

12. **Death or Incompetence of Account Owner.** We may continue to accept deposits to an Account, to pay items drawn against an Account, to pay other payment orders against an Account, and allow any other transactions with respect to an Account until we are notified of an Account Owner's death or of an adjudication of incompetence and we have a reasonable opportunity to act upon any such notice. Subject to our policies and procedures, and subject to any separate agreement we may enter into with any surviving Account holder, once we are notified of an Owner's death or adjudicated incompetence, we may pay items drawn against the Account or other payment orders authorized by the deceased Account Owner for a period of 10 days after the Account Owner's death unless we are ordered to stop payment by a person claiming an interest in the Account. We may require any person claiming an interest in the Account to indemnify us against any losses arising out of the payment of any such claim, and this Agreement will be binding upon the heirs or legal representatives of any deceased Account Owner or any Account Owner who is adjudicated incompetent. We may continue to pay dividends on an Account following the death of an Account Owner. If any surviving joint Owner is a member of the Credit Union, we may require that the Account be closed and that the funds be

transferred to the surviving joint Owner's Account. Surviving joint Owner spouses may continue to maintain the joint Account of a deceased Account Owner.

13. **Deceased Accounts.** The NCUA will insure a deceased member's account as if he or she were still alive for six months after the member's death. During this "grace period" the insurance coverage of the member's accounts will not change unless the accounts are restructured by those authorized to do so. The NCUA applies the grace period only if its application will increase rather than decrease share value coverage. Any deceased member remaining on an account after a six-month period will be removed by the Credit Union.

14. **Department of Defense Address Information Authorization.** If you are in the military or civil service, you hereby authorize the Department of Defense and its various departments and commands to verify your Social Security Number or other identifier and to disclose your home address to our employees so that we may contact you concerning your Account(s) with us. All information furnished will be used solely in connection with your financial relationship with us.

15. **Dispute Resolution.** If (i) we suspect that fraudulent misconduct is or has taken place with respect to any Account, (ii) we are notified that a Party to an Account has died or is incompetent to manage his or her affairs, (iii) we have been notified that a dispute exists between or among Parties to the Account or third parties with regard to their respective interests in the Account, (iv) there are competing claims to funds on deposit, or (v) we are in doubt concerning the respective interests of any Parties to an Account, we may restrict withdrawals from the Account until we are satisfied that any obligation we may have at law and under this Agreement has been met or until any such dispute, doubt, suspected fraudulent misconduct, or probate matter has been resolved by a court of competent jurisdiction or by written settlement agreement entered into by all Parties to the Account and any third party making claim to funds in any such Account. You agree that we may recover any attorney's fees or costs expended in connection with the foregoing, which fees will be payable by you directly or out of the Account made the subject of any such doubt, dispute, misconduct, or probate proceeding, or out of any other Account in which you have an interest. You agree, further, that the Credit Union may impose withdrawal limitations on any of your Accounts at any time, including your ability to access your Accounts electronically or otherwise, if you are delinquent under any obligation you owe to the Credit Union.

16. **Elder Care Financial Guidance.** RBFCU may elect to freeze funds and limit activity if we suspect financial abuse on an account. This determination will be made at our sole discretion based on our interpretation of events or actions occurring on an account. It is our responsibility to report our suspicions and findings to the appropriate authorities. This includes elder exploitation, neglect or abuse.

17. **Electronic Transactions.** You agree that we may conduct transactions with you by electronic means. We may act upon instructions received from you by fax transmission, voice mail, e-mail, online, chat and other means we have approved.

18. **Fees and Charges.** Your Accounts are subject to certain fees and charges as set forth on the Fee Schedule as adopted and periodically amended by us. You agree to pay all such fees and charges, and you authorize us, without notice to you, to debit your Accounts for all charges and fees we impose.

19. **Governing Law.** This Agreement shall be governed by the Federal Credit Union Act, the Rules and Regulations of the National Credit Union Administration, the Credit Union's Bylaws, and solely to the extent not pre-empted by federal law, the laws of the State of Texas. Subject to applicable law, you acquiesce and submit to personal jurisdiction in the State of Texas.

20. **Identification Requirements.** You may be asked to provide acceptable identification before we are able to provide services.

21. **Inactive Accounts.** We may charge a fee for an inactive Account under terms as disclosed in our Fee Schedule. An Account is inactive under applicable law if for more than one year there has not been a debit or credit (deposit, withdrawal, or transfer) to the Account because of an act by you or your agent (other than us) or you have not communicated with us. An account is dormant under applicable law if for more than two. An Account is presumed abandoned if (i) the Account has been inactive for at least three years from the date of your last transaction on the Account or your last correspondence with us, and (ii) we are unable to locate you. If an Account is presumed abandoned, we are required by law to report the abandonment and to pay the funds in the Account to the State of Texas.

22. **Legal Process.** You agree that we may debit your Account for charges and costs, including attorney's fees, in connection with negotiations, responses, appearances, and the production of statements, items, or other documents pursuant to subpoenas, court orders, levies, garnishments, or other instruments of legal process to the extent not otherwise prohibited by law. You agree that any levy, attachment, or garnishment against your Account will be subject to our contractual and statutory liens set forth below, and you authorize us to exercise that contractual lien whether or not any outstanding obligation is in default, subject to applicable law.

23. **Limitations of Services.** We may limit services (to include closing) if (i) we believe that we may suffer a loss if the Account is not closed (ii) we believe that the volume of Account activity exceeds that which we can reasonably and safely process, (iii) we determine that any Party to the Account or party claiming an interest in the Account has been abusive in the use of the Account or in the conduct of his or her affairs with the Credit Union, (iv) there has been a change in Account ownership or a change with regard to the persons authorized to sign on the Account, (v) our attempts to verify your identity have failed, or (vi) your balance remains below the par value (\$1.00) required minimum.

It is our policy to withdraw account services, including but not limited to the right to maintain certain Accounts, the right to payment of certain dividends, and the availability of electronic fund transfers services, and you agree that we may do so. Unless expelled from membership, members have a right to maintain a Primary Savings Account and to vote in annual and special meetings. Under certain circumstances, services may be reinstated if any loss caused to the Credit Union is subsequently cured. To determine if certain activities on the account are within the scope of "usual and customary," we reserve the right to question account owners to our satisfaction.

For additional information, see "Closing Accounts."

24. **Marketing Offers – Opt Out.** For personal information (such as your name, address or certain account-related information) shared among affiliates, you may opt out of direct marketing of products and services to include both RBFCU and third party materials. An opt-out by a joint account holder will be treated as applying to all associated joint account holders. Your choice to limit marketing offers from our affiliates will apply until you notify us to modify your preference.

Contact Randolph-Brooks Federal Credit Union

If you have questions or if you need to correct information we have on file, please contact us at:

**Randolph-Brooks Federal Credit Union**  
**PO Box 2097**  
**Universal City, TX 78148-2097**  
**Toll-free: 1-800-580-3300**

**San Antonio: 210-945-3300**  
**Austin: 512-833-3300**

25. **Mail Holds.** We must provide members with an account statement. We offer electronic statements for members who do not want to receive their statements via regular mail.

26. **Notary Services.** Notary services are available to members free of charge at any RBFCU location. Members are advised to bring their own witnesses as RBFCU cannot guarantee the availability of witnesses due to staffing.

27. **Notices and Other Requests.** All notices and other requests provided under this Agreement should be sent to:

Randolph-Brooks Federal Credit Union  
P.O. Box 2097  
Universal City, TX 78148-2097

Or by overnight/express mail to:

Randolph-Brooks Federal Credit Union  
1 Randolph-Brooks Parkway  
Live Oak, TX 78233

Correspondence sent to any other addresses may be delayed.

28. **Open-End Loan Agreement.** You understand you may be offered the opportunity to enter into an open-end loan agreement (for a Line of Credit, MasterCard®, etc.). If you are offered this agreement and accept the offer evidenced by a draw on the credit line, you promise to pay to us all the sums advanced under the agreement plus a finance charge. You understand you will receive a disclosure of the finance charge in the member's credit disclosure statement.

29. **Power 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. 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.

30. **Reportable Dividends.** Dividends are reported to the IRS for the year they are posted.

31. **Service Animals.** We welcome Service Animals in our facilities while in the company of the disabled individual or a Service Animal Trainer. We do request the Service Animal remain harnessed or on a leash at all times.

32. **Statutory Lien (Right of Offset).** Federal law grants us the right to impress a lien on all funds in any Account that you have with us if you are in default or otherwise fail to satisfy a financial obligation with us. We may exercise this right without prior notice to you. This lien applies to all Accounts that you have with us, to the extent permitted by law, including Accounts that you hold jointly with another person.

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

34. **Transaction Processing.** Transactions initiated after 7pm will post immediately with the effective date of the next day.

35. **Translation Requirements.** If an individual requires the use of a translator or interpreter to conduct business transactions with RBFCU, it is the responsibility of the individual to make arrangements to have that translator or interpreter with them throughout the entire transaction and subsequent discussions.

36. **Waiver and Severability.** We can waive or delay enforcing any of our rights under this Agreement without losing them. If any provision of this Agreement shall be declared invalid, unenforceable, or illegal, that provision will not affect the validity, enforceability, or legality of any other provision.

Additional RBFCU Disclosures and/or Agreements:

1. [Bill Payment Terms and Conditions](#)
2. [Non-Personal Account Addendum](#)
3. [eDeposit User Agreement](#)
4. [eDocument Terms and Conditions](#)
5. [eShare Disclosures](#)
6. [NetBranch Online User Agreement](#)
7. [NetBranch Privacy Policy](#)
8. [OFlows Online Account Opening Patriot Act and Credit Report Agreement](#)
9. [OFlows Online Account Opening eSignature and Electronic Agreement](#)

Note: You can view or print in an online environment by clicking the hyperlink. If you prefer a printed copy, you can request one at any of our branches or by contacting our Member Service Center at 210-945-3300 or 1-800-580-3300.

# What You Need to Know About Overdraft Protection

An overdraft occurs when you do not have adequate funds in your available balance, but the credit union pays it anyway.

## What are the Standard Overdraft Practices that come with my account?

If an overdraft occurs on your account, RBFCU offers standard overdraft protection to help manage your account, including:

- **Transfer from Savings** – We may transfer available funds automatically from your RBFCU savings account at no cost to you. Federal regulations limit transfers to six per month.
- **Line of Credit (LOC)** – Members may apply for an LOC to be used for overdraft protection. If funds are not available in your RBFCU checking account, your LOC may be used to cover the discrepancy up to your loan limit.
- **Courtesy Pay** – Courtesy Pay is included on your account for Checks, ACH transactions and Automatic Bill payments in the event you do not have adequate funds in your checking account's **available balance** to cover a transaction. You also have the option to include coverage for Debit Card transactions, which will prevent declined transactions and the inconvenience of being unable to pay at the register. You have 45 days to repay the transaction amount(s) plus fees incurred. A fee of \$24 will be charged for each Courtesy Pay use.

Courtesy Pay coverage is automatically included on your account for Checks, ACH transactions and Automatic Bill payments. We pay all checks and debits on your checking account in order of arrival sequence throughout the day. There is no daily limit on how many times Courtesy Pay may be used.

Due to regulatory requirements, Courtesy Pay is only available as a debit card overdraft protection option to members who "Opt In."

## You have a choice in how Courtesy Pay is administered on your account. Your options include:

- Courtesy Pay available for ALL eligible transactions including Checks, Automatic Bill payments, ACH and Debit Card transactions.
- Courtesy Pay available ONLY for Checks, Automatic Bill payments and ACH transactions made using your checking account number.
- No Courtesy Pay on your account

Note: Your ability to "Opt In" may be limited or restricted and may be revoked at the credit union's discretion.

## What fees will I be charged if RBFCU pays my overdrafts?

No fees are associated with the transferring funds from savings or LOC. For each Courtesy Pay transaction, there is a fee charged of \$24 per transaction.

## What if I want RBFCU to authorize and pay overdrafts on everyday debit card transactions?

If you would like RBFCU to authorize and pay everyday Debit Card transactions, you may update your preferences online, visit a branch or contact us at one of the phone numbers listed below:

- Austin: 512-833-3300
- San Antonio: 210-945-3300
- Toll-Free: 1-800-580-3300

# Overdraft Protection FAQs

**What is an overdraft?** An overdraft occurs when you do not have adequate funds in your **available balance** to cover a Debit Card Transaction, Checks and ACH, or Automatic Bill Payment, but we pay it anyway.

**What is the difference between available balance and current balance?** Your available balance is your current balance minus any charges you have made that have not cleared your account or are on hold. The **available balance** is what is available to you to spend. Your **available balance** will change as you make transactions during the day.

**When does RBFCU pay overdraft items?** RBFCU pays all items on your checking account in arrival sequence throughout the day.

**What happens when my account is overdrawn?** In the event you do not have adequate funds in your **available balance**, the item will be returned unpaid and a \$24 per item fee will be charged unless you have Overdraft Protection.

**DO NOT RELY ON COURTESY PAY TO PAY YOUR ITEMS — IT IS INTENDED ONLY AS A COURTESY IN THE EVENT YOU ACCIDENTALLY OVERDRAW YOUR ACCOUNT.**

Available Overdraft Options			
Overdraft Option	Fee	Restrictions	What do I need to do?
From Savings	No fee	Six per month Up to available funds \$100 increments or available balance	Select Savings as an account overdraft option by calling us, send a secure message through NetBranch Online or by visiting any of our Branch Offices
From Line of Credit (LOC)	No fee	Unlimited transfers up to available balance	Apply for an LOC with our Consumer Lending Department or use an existing LOC. Contact us to select your LOC as an overdraft option
Courtesy Pay for Checks & ACH and Automatic Bill Payment	\$24 per item	Limitations may apply	This option is automatically added to your checking account
Courtesy Pay for Debit Card Transactions	\$24 per item	Limitations may apply	Federal Regulation requires you to "Opt In" for this service.
Courtesy Pay for Checks & ACH, Automatic Bill Payment and Debit Card Transactions	\$24 per item	Limitations may apply	The Checks & ACH and Automatic Bill Payment option is automatic. Federal Regulation requires you to "Opt In" for the debit card option.

**What is Courtesy Pay on Debit Transactions?** Courtesy Pay for Debit Card Transactions means RBFCU approves a transaction even if you do not have funds available at the time you swipe or insert your card. Items will be approved up to your personal Courtesy Pay limit. A \$24 fee is charged per item approved using Courtesy Pay. **Important: Federal Regulations require you to "Opt In" for this option.**

**How do I select Savings or LOC as an overdraft option?** Contact us by phone, send a secure message through NetBranch Online or visit any of our Branch Offices.

# Electronic Fund Transfers Agreement and Disclosures

## AGREEMENT

- 1. Issuance of Card or Selection of Personal Identification Number.** In this Agreement and Disclosures ("Agreement"), the words "you," "your," and "Party" refer to (i) any person to whom a Randolph-Brooks Federal Credit Union Freedom Debit Card ("Card") is issued, (ii) any person to whom a Personal Identification Number ("PIN") is issued in connection with any such Card or other electronic fund transfer service, (iii) any person authorized to use or given access to use to any such Card or PIN, and (iv) any owner on any Credit Union Account which may be accessed by the Card or a PIN. The words "we," "us," "our," and "Credit Union" mean Randolph-Brooks Federal Credit Union. You agree that any use of the Card or a PIN by you shall be governed by the terms and conditions set forth in this Agreement, as well as the terms of your Membership and Account Agreement with us, which is incorporated into this Agreement by reference. If the terms of this Agreement conflict with the terms of the Membership and Account Agreement, the terms of this Agreement will control.
- 2. Overdrafts.** You agree that you will not use the Card or a PIN to withdraw or transfer funds from your Account in amounts exceeding the available balance in your Account at the time of any such transfer. You agree that we will be under no obligation to authorize a withdrawal or transfer if there are insufficient funds in your Account. We pay all checks and debits on your checking account in order of arrival sequence throughout the day. If you have applied and been approved for overdraft protection with us, you agree that your use of the Card or a PIN shall be subject to the Overdraft Protection section of the Membership and Account Agreement. Overdraft Protection is only permitted from a Line of Credit (LOC) or Savings Account. Due to regulatory requirements, Courtesy Pay is only available to members who "opt in" as an overdraft option.
- 3. Card and PIN Security.** You agree to keep your Card and PIN in a place of safekeeping, to refrain from disclosing your PIN to any unauthorized third party, to refrain from writing your PIN on your Card, and to refrain from recording or displaying your PIN in such a manner that it will be accessible by unauthorized third parties. You agree that the use of the Card or a PIN by (i) you, (ii) any other applicant, (iii) any Party to any of your Accounts that may be accessed by the Card or PIN, (iv) anyone you permit or authorize to use your Card or PIN, and (v) anyone to whom you disclose your PIN or give access to your Card or PIN shall be deemed an authorized use for which you shall be liable. You are responsible for reporting the loss or theft of your Card or PIN to us as soon as possible after the loss or theft.
- 4. Surrender, Cancellation, and Amendment.** You agree to surrender your Card to us upon demand. You agree, further, that the Card shall at all times remain our property and that we may terminate any one or more electronic fund transfer services or cancel this Agreement at any time, subject to such notification as may be required by applicable law. You also agree that we may add to, change, or delete the terms of this Agreement from time to time, subject to such notification as may be required by applicable law.
- 5. Freedom Debit Card Preauthorization Holds.** When you use your Card at certain merchants such as restaurants or nightclubs, the merchant may request a preauthorization hold from us to cover the final transaction amount. The preauthorization hold may be in a greater amount than the actual purchase amount and may be placed on your Account for up to three days. You may not access funds that are subject to a preauthorization hold. Preauthorization holds may remain on your Account for up to three days after the transaction, even after the transaction has been paid. In addition, even after a preauthorization hold is released, the transaction may be posted to your Account at any time. As a result, you must ensure that sufficient funds are available and remain in your Account to pay for your Freedom Debit Card transactions. Preauthorization holds affect the availability of funds to pay for checks drawn on your Account and other withdrawal transactions. You acknowledge and agree that we are not liable for any damages you may incur for dishonor of items or other transactions because of a preauthorization hold placed on your Account funds.
- 6. Freedom Debit Card Rewards.** The Freedom Debit Card Rewards Program pays an award of \$0.10 cash back for each qualified purchase transaction completed with your Freedom Debit Card. ATM withdrawals do not qualify for awards under this program. The cash back award is paid annually in early February. Payment will be made by direct deposit to your Checking Account in our sole discretion. We reserve the right to disqualify transactions not usual and customary and apparently structured or intended to abuse the program. Abuse of the program may result in loss of awards and Freedom Debit Card privileges. Awards may be forfeited if you close your Checking or Savings Account before the awards are paid. We may add to, change, or delete any of the terms of this program or discontinue this program at any time in our sole and absolute discretion.

## DISCLOSURES

- 1. Transfer Types.** The following electronic fund transfer services are available:

### **Freedom Debit Card**

**Account Access** – You may use your Freedom Debit Card and PIN to:

- Withdraw cash from your Savings and Checking Accounts.
- Transfer funds between your Savings and Checking Accounts.
- Check the balance in your Checking and Savings Accounts.
- Pay for purchases at places that have agreed to accept the Card. Signature-based point-of-sale transactions do not require a PIN but may require positive identification.

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

**Daily Limitations** – You may withdraw up to \$500 in the aggregate of your available balance per day at ATMs and up to \$5,000 in the aggregate of your available balance per day for debit and point-of-sale transactions, for a 24 hour period that runs from midnight to midnight.

### **HAL – Automated Account Access System**

**Account Access** – You may use your personalized passcode to:

- Transfer funds between your Savings, Checking, and Money Market Accounts and to other Credit Union member accounts on which you are an owner.
- Obtain your recent Account history and balance information for your Savings, Checking, and Money Market Accounts.
- Make payments from your Savings or Checking Account to your loan accounts with us.

### **NetBranch Online, ePay Bill Payment Service, RBFCU Mobile and eDeposit**

**Account Access** - You may use your NetBranch Account to:

- Transfer funds between Credit Union Accounts.
- Obtain your recent Account history and balance information for any account you are on.
- Make payments on loans associated with your member Account number from your Checking, Savings and Money Market Accounts.
- Make bill payments via ePay Services to approved merchants and other approved parties from your Checking Account.
- Make deposits to your account, if qualified, via eDeposit.

Your contractual arrangement for the NetBranch, ePay Service, RBFCU Mobile and eDeposit may provide for additional terms, conditions, disclosures, and limitations.

### **Direct Deposit and Preauthorized Withdrawal Transfers**

You may make arrangements for certain direct deposits to be accepted into your Savings or Checking Accounts or to pay certain recurring bills from your Savings or Checking Accounts.

### **Electronic Check Conversion**

If you pay for something by check and the merchant or other payee permits, you may authorize the merchant or payee to make a one-time electronic payment from your Checking Account using information from your check to pay for purchases or to pay bills. You may also authorize a merchant or payee to electronically debit your Checking Account for returned check fees. You are deemed to have authorized these transfers if you sign an authorization or if you engage in the transaction after receiving notice that the transfer will be treated as an electronic fund transfer.

**Note:** When these items clear they may not appear in the section of the statement reserved for checks cleared, but may appear in the debit section of your statement.

- 2. Additional Transfer Limitations for Savings and Money Market Accounts.** Under government regulations which apply to your Savings and Money Market Accounts, you may not make more than six transfers and withdrawals, or a combination of transfers and withdrawals from your Savings or Money Market Account per calendar month to another Credit Union Account of yours or to a third party by means of a pre-authorized or automatic transfer, or a telephonic agreement, order, or instruction (including transfers using the HAL or NetBranch Online services). Withdrawals by mail, messenger, ATM, or in person, and transfers to make payments on your loans with us are not included in this limitation. However, automatic or preauthorized transfers from your Accounts to make payments on other loan accounts with us are counted against this transaction limitation.
- 3. Fees.** Please refer to our Fee Schedule for fees and charges that apply in connection with your use of our electronic fund transfers services. In addition, when you use an ATM not owned by us, you may be charged an additional fee by the ATM operator or ATM network used. The ATM operator or network may charge you a fee for a balance inquiry even if you do not complete a transaction.
- 4. Business Days.** Our business days are Monday through Friday, excluding federal holidays.
- 5. Processing Days.** Our processing days are Monday through Sunday, 365 days a year.
- 6. Documentation.**
  - (a) Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your Account using an ATM or a point-of-sale terminal.
  - (b) Periodic Statements.** You will receive a monthly Account statement for active Checking and Savings Accounts.
  - (c) Direct Deposits.** If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call us toll free at 1-800-580-3300 to find out whether or not the deposit has been made.
- 7. Preauthorized Payments.**
  - (a) Right to Stop Payment of Preauthorized Transfers and Procedure for Doing So.** If you have arranged in advance to make regular payments from your Account, you can stop any of these payments.

A stop payment order, a renewal of an order, or a revocation of any such order shall not be effective unless delivered to a member of our staff during our regular business hours and until we have had a reasonable opportunity to act on it.

Call us or write to us at the telephone number or address listed in these disclosures in time for us to receive your request. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge a fee as set forth in our Fee Schedule for each stop payment order you give. Stop payments on EFT transactions are placed for an indefinite timeframe.
  - (b) Notice of Varying Amounts.** If these regular payments may vary in amount, the person or company you are going to pay will tell you, ten days before each payment, when it will be made and how much it will be.
  - (c) Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- 8. Contact in Event of Unauthorized Transfer.** If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, please contact the following numbers:

1-800-580-3300 (Toll Free)  
or  
PO Box 2097  
Universal City, TX 78148
- 9. Confidentiality.** We will disclose information to third parties about your Account or transfers you make:
  - (a) Where it is necessary for completing transfers, or
  - (b) In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
  - (c) In order to comply with government agency or court orders, or
  - (d) If you give us your written permission.
- 10. Liability for Unauthorized Use.** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Contacting us by telephone or via our online channels are the best ways of keeping your possible losses down. You could lose all the money in your Account.

- (a) **For All Transactions Conducted with Your Freedom Debit Card, including PIN-based Transactions at the Point-of-Sale and ATM.** If you believe your Card or PIN has been lost or stolen you must report this loss or theft within two business days of learning of the loss. You will not be liable once you notify us that your Card or PIN has been or may be used without your permission. This zero liability limitation does not apply unless (i) you have exercised reasonable care in safeguarding the card from risk of loss or theft, and (ii) you have, upon becoming aware of the loss or theft, promptly reported the loss or theft to us. If you do not meet these conditions and you are a consumer cardholder, you could be held liable for the charges.
- (b) If you notify us within 60 days of receiving the statement with the fraudulent activity, but failed to notify us within the first two days of the loss of your card or PIN, you could lose as much as \$500.
- (c) Also, if your statement shows transfers that you did not make, including those made by Card, PIN, or other means, notify us promptly. Your liability is unlimited if you do not tell us within 60 days after the statement was mailed to you.
11. **Credit Union's Liability.** If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:
- If, through no fault of ours, you do not have enough money in your Account to make the transfer.
  - If the ATM or system was not working properly and you knew about the breakdown when you started the transfer.
  - If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
  - If the funds in your Account are subject to an administrative hold, legal process, or other claim.
  - If the failure to properly complete the transaction is caused by erroneous information supplied by you or your agent.
  - If you have closed the Account from which you have preauthorized electronic fund transfers to occur.
  - There may be other exceptions stated in our agreements with you.
12. **In Case of Errors or Questions about Your Electronic Transfers.** Call or write us at the telephone number or address listed in these disclosures as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.
- Tell us your name and Account number.
  - Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
  - Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send us your complaint or question in writing within ten business days.
- We will determine whether an error occurred within ten business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten business days, we may not credit your Account.
- For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is in error.
- We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.
13. **Freedom Debit Card Currency Conversion.** If you effect an international transaction with your Freedom Debit Card, MasterCard International will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government-mandated exchange rate or a wholesale exchange rate selected by MasterCard International for the applicable currency on the day the transaction is processed, which rate may differ from the applicable rate on the date the transaction occurred or when the transaction is posted to your Account.
14. **Illegal Transactions.** You agree that you will not cause or allow your Card or PIN to be used in any manner or for any transaction that we believe poses an undue risk of illegality, and we may refuse to authorize any such use or transaction. If you use your Card or PIN for a transaction that is determined to be illegal, you will be liable for the transaction. You waive any right to take legal action against the Credit Union for your illegal use of your Card or PIN and agree to indemnify and hold harmless the Credit Union and MasterCard International, Inc. from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.
15. **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 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 Card to anyone, and do not leave your Card or any other documents at the ATM or any night deposit facility. Keep your PIN secret and memorize it. Do not give anyone information regarding your Card or PIN over the telephone. When using an ATM, place your body in a position so that you will prevent others from observing your PIN when entered. At any ATM or night deposit facility, keep a lookout for any suspicious activity near the facility and assure yourself that the facility and all approaches to the facility are well lit before using the facility. 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.
16. **Cardholder Responsibility.** It is the responsibility of the cardholder to update card information with any third party or bill payment service upon receiving a reissued or replacement card. The Credit Union does not update or provide card information to any third party or bill payment service that the cardholder may have previously authorized.

# Funds Availability Policy

*The following policy applies to all Randolph-Brooks FCU Checking Accounts. We may delay the availability of funds deposited into other Accounts for longer periods. Please ask a member services representative if you should have a question about the availability of funds deposited into any of your Accounts.*

## **YOUR ABILITY TO WITHDRAW FUNDS**

Our policy is to make funds from your deposits available to you on the day we receive your deposit. Electronic direct deposits also will be available on the day of deposit. Availability of electronic deposits originating from an international location may be delayed if such action is necessary to comply with the requirements from the Office of Foreign Assets Control (OFAC). Once your deposits are available, you can withdraw the funds in cash and we will use the funds to pay the items you have authorized.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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

If you have any questions, be sure to ask us.

## **Longer Delays May Apply**

In some cases, we will not make all of the funds that you deposit by check available to you on the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$200 of deposits to a checking account will be available (in most cases) on the day of your deposit.

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

Funds you deposit by check may be delayed for a longer period under the following circumstances:

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

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

## **Holds on Other Funds**

If we cash a check for you or accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in any Account with us. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

## **eDeposit Holds**

Deposits made through eDeposits may be subject to the same check holds.

## **Special Rules for New Accounts**

If you are a new member, the following special rules will apply during the first 30 days of your membership. Funds from electronic direct deposits into your Account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller, traveler's, and federal, state and local government checks will be available on the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury Check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Under the Special Rules for New Accounts, the Credit Union is not required to make the first \$200 of a day's deposits of checks or funds from "on us" checks available on the next business day.

Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

## **Substitute Checks and Your Rights**

### **Important Information about the Check 21 Act and Your Credit Union Share Accounts**

#### ***Substitute Checks and Your Rights***

##### **What Is a Substitute Check?**

To make check processing faster, a federal law called the Check 21 Act permits financial institutions to replace original checks with substitute checks. These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

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

#### **What Are Your Rights Regarding Substitute Checks?**

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

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

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns dividends) within 10 business days after we received your claim and the remainder of your refund (plus interest if your Account earns dividends) not later than 45 calendar days after we received your claim.

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

#### **How Do I Make a Claim for a Refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us in writing at Randolph-Brooks Federal Credit Union, Attn: Member Services, P.O. Box 2097, Universal City, TX 78148-2097. You must contact us within 60 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

# Truth in Savings Account Disclosures

The Truth-in-Savings Account Disclosures and Rate and Fee Schedules set forth certain conditions, rates, fees, and charges applicable to your Accounts at Randolph-Brooks Federal Credit Union and are incorporated into your Account Agreement with us.

## Definitions

**Annual Percentage Yield (APY).** The Annual Percentage Yield is a percentage rate reflecting the total amount of dividends paid on an Account, based on the dividend rate and the frequency of compounding for a 365-day period.

**Dividend Rate.** The dividend rate is the declared annual dividend rate paid on an Account, which does not reflect compounding.

## Rate Information

For Non-Certificate Accounts, the dividend rate and APY may change each dividend period as determined by the Credit Union's Board of Directors. The Non-Certificate Account dividend rates and APYs disclosed in the Rate Schedule reflect the dividend rates and APYs as of the last dividend declaration date. For Certificate Accounts, the dividend rates and APYs disclosed in the Rate Schedule were offered within the most recent seven calendar days and were accurate as of the today's date. Rates are subject to change at any time. Please contact us at (800) 580-3300 or go to NetBranch Online to obtain current rate information.

## Nature of Dividends

Except for Certificate Accounts, dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

## Fees and Charges

Fees and charges that may be assessed against your Accounts are disclosed in the Fee Schedule. You authorize us to charge any Account in which you have an ownership interest for any such fees or charges assessed without notice to you.

## Compounding and Crediting

Dividends are compounded and credited monthly on all accounts.

## Effect of Closing

If you close your Account before dividends are paid, you will receive the accrued dividends.

## Balance Computation Method

For all Accounts, dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the Account each day. For tiered-rate Accounts, we use the average daily balance method to determine the applicable tier and rate for your Account during the period. The average daily balance is calculated by adding the balance in the Account for each day of the period and dividing that figure by the number of days in the period. The dividend rate corresponding to the average daily balance of the Account for the period will be paid on the entire balance of your Account.

## Accrual of Dividends or Interest

Dividends will begin to accrue on the business day you deposit funds.

## Transaction Limitations

The Credit Union reserves the right to require a member intending to make a withdrawal from any Account (except a Checking Account) to give written notice of such intent not fewer than seven days and up to 60 days before such withdrawal. We currently do not exercise this right and we have not exercised it in the past. The \$1 membership share in your Savings Account may not be withdrawn unless your Credit Union membership is terminated.

**Note:** A minimum balance of \$1 must be maintained in the primary savings account during the entire time the account remains open.

**Savings and Money Market Accounts** - During any month, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized transfer, an automatic transfer, or a telephonic order or instruction. Automatic transfers include audio response and home banking transfers to other Accounts of yours. Unlimited withdrawals and transfers may be completed from your Savings and Money Market Accounts each month at our branch locations, by mail, and through ATMs where permitted. Withdrawals or transfers that exceed the maximum number permitted may be declined.

**Traditional IRA and Roth IRA Savings and Certificate Accounts** - Annual contributions to IRA and Roth IRA Accounts are limited to the maximum amount allowed by federal law. Early withdrawals from IRA and Roth IRA Accounts may be subject to additional taxes imposed by the Internal Revenue Service. Please consult a qualified tax professional for more information.

**Certificate Accounts** – Additions to the principal may not be made during the term of a Certificate Account. Additions to principal may only be made at maturity or when the Certificate Account is closed. In addition, early withdrawal penalties may apply to partial or full withdrawals. Please refer to the Certificate Account disclosures below for more information.

## Features of Certificate Accounts

**Early Withdrawal Penalties** – We will impose a penalty if you close your Certificate Account before maturity. The penalty will be equal to the earnings on the amount withdrawn from the Certificate for the number days listed below, whether earned or not:

6 to 11 months	30 days
12 to 23 months	60 days
24 to 35 months	120 days
36 to 47 months	180 days
48 to 59 months	240 days
60 to 71 months	300 days
72 to 83 months	360 days
84 months	420 days

In some cases, we may waive the early withdrawal penalty such as the death or incompetency of an Account Owner. The early withdrawal penalty does not apply if you are over age 70.5 and making a mandatory distribution from a Traditional IRA certificate". If your Certificate is part of an IRA plan, please consult a qualified tax professional concerning additional IRS penalties and tax consequences that may apply in connection with early closure of a Certificate Account. The penalty on partial withdrawals will be assessed on the principal portion being withdrawn, not the dividends earned.

**Dividends** – At Account opening, you may choose to have Certificate Account dividends credited to your Savings, Checking, or Money Market Account or credited to your Certificate Account. Once you elect a dividend-payment option, it may not be changed until the Certificate matures. The Annual Percentage Yields disclosed for Certificate Accounts are based on an assumption that the dividends will be credited to and remain in the Certificate Account until maturity. A withdrawal will reduce earnings.

**Renewal Policy** –Certificate Accounts will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the Account or to change the Certificate without being charged an early withdrawal penalty. If your Certificate is pledged as loan collateral and, unless you make arrangements prior to maturity, the balance of your Certificate Account will be applied to your loan at maturity and any remaining amount will be deposited to your Savings Account.

## Account Restrictions

Accounts are non-transferable and non-negotiable. Funds in your Accounts may not be pledged to secure any obligation of yours, except for those obligations owed to Randolph-Brooks Federal Credit Union.

## Bylaw Requirements

You must complete payment of a membership share in order to maintain accounts at the Credit Union. The par value of a regular share in the Randolph-Brooks Federal Credit Union is \$1.

A member who fails to complete payment of one share within one month of his admission to membership, or within one month from the increase in the par value of shares, or a member who reduces his share balance below the par value of one share and does not increase the balance to at least the par value of one share within one month of the reduction may be terminated from membership.

**Note:** There is a \$1 minimum balance requirement in your primary savings accounts to be maintained as long as the account remains open.

## National Credit Union Share Insurance Fund

Member accounts in the Randolph-Brooks Federal Credit Union are federally insured by the National Credit Union Share Insurance Fund.

# Truth in Savings Rate Schedule

The rates contained in the Rate Schedule are accurate as of today's date. For current information call the Credit Union at 210-945-3300 (San Antonio), or 512-833-3300 (Austin) or Toll Free 1-800-580-3300.

Account	Dividend Rate	Annual Percentage Yield (APY) <sup>1</sup>	Minimum Balance Requirements
<b>Savings Account</b>	0.00%	0.00%	\$1 to open <sup>2</sup>
<b>Checking Account</b> (Including Really Free Checking and Business Checking)	0.00%	0.00%	None
<b>Money Market Account</b>			\$2,500 to open and earn the APY <sup>3</sup> Tiered-rate Account <sup>4</sup>
\$2,500 to \$24,999.99	0.00%	0.00%	
\$25,000 to \$74,999.99	0.00%	0.00%	
\$75,000 to \$149,999.99	0.00%	0.00%	
\$150,000 and greater	0.00%	0.00%	
<b>IRA Savings</b>			\$1 to open and earn the APY Tiered-rate Account <sup>4</sup>
\$5 to \$24,999.99	0.00%	0.00%	
\$25,000 to \$74,999.99	0.00%	0.00%	
\$75,000 to \$149,999.99	0.00%	0.00%	
\$150,000 and greater	0.00%	0.00%	
<b>Certificates and IRA Certificates</b> (Including Traditional and Roth IRA Certificates)			
<b>26-week</b>	0.00%	0.00%	
\$1,000 to \$4,999.99	0.00%	0.00%	
\$5,000 to \$19,999.99	0.00%	0.00%	
\$20,000 to \$74,999.99	0.00%	0.00%	
\$75,000 and greater	0.00%	0.00%	
<b>12 months</b>	0.00%	0.00%	
\$1,000 to \$4,999.99	0.00%	0.00%	
\$5,000 to \$19,999.99	0.00%	0.00%	
\$20,000 to \$74,999.99	0.00%	0.00%	
\$75,000 and greater	0.00%	0.00%	
<b>24 months</b>	0.00%	0.00%	
\$1,000 to \$4,999.99	0.00%	0.00%	
\$5,000 to \$19,999.99	0.00%	0.00%	
\$20,000 to \$74,999.99	0.00%	0.00%	
\$75,000 and greater	0.00%	0.00%	
<b>36 months</b>	0.00%	0.00%	
\$1,000 to \$4,999.99	0.00%	0.00%	
\$5,000 to \$19,999.99	0.00%	0.00%	
\$20,000 to \$74,999.99	0.00%	0.00%	
\$75,000 and greater	0.00%	0.00%	
<b>48 months</b>	0.00%	0.00%	
\$1,000 to \$4,999.99	0.00%	0.00%	
\$5,000 to \$19,999.99	0.00%	0.00%	
\$20,000 to \$74,999.99	0.00%	0.00%	
\$75,000 and greater	0.00%	0.00%	
<b>60 months</b>	0.00%	0.00%	
\$1,000 to \$4,999.99	0.00%	0.00%	
\$5,000 to \$19,999.99	0.00%	0.00%	
\$20,000 to \$74,999.99	0.00%	0.00%	
\$75,000 and greater	0.00%	0.00%	
<b>72 months</b>	0.00%	0.00%	
\$1,000 to \$4,999.99	0.00%	0.00%	
\$5,000 to \$19,999.99	0.00%	0.00%	
\$20,000 to \$74,999.99	0.00%	0.00%	
\$75,000 and greater	0.00%	0.00%	
<b>84 months</b>	0.00%	0.00%	
\$1,000 to \$4,999.99	0.00%	0.00%	
\$5,000 to \$19,999.99	0.00%	0.00%	
\$20,000 to \$74,999.99	0.00%	0.00%	
\$75,000 and greater	0.00%	0.00%	

<sup>1</sup>For all Accounts except Certificate Accounts, the rates above reflect the dividend rates and APYs as of the last dividend declaration date. For Certificate Accounts, the rates and APYs are accurate as of today. Rates are subject to change at any time. Please refer to the Truth in Savings Account Disclosures for more information.

<sup>2</sup>Minimum balance required to open the Account. You must maintain the minimum opening balance at all times to keep the Account open and receive Credit Union services.

<sup>3</sup>Minimum balance required to open the Account. You must maintain the minimum opening balance at all times to keep the Account open. If at any time your daily balance for the period falls below \$2,500, we will automatically close the Account and transfer the remaining balance to your Savings Account.

<sup>4</sup>You must maintain the disclosed minimum daily balance in your Account to obtain the Annual Percentage Yield. The dividend rate corresponding to the average daily balance of the Account for the period will be paid on the entire balance of the Account.

# Truth in Savings Fee Schedule

An important benefit of membership is most fees and charges are lower than other financial institutions. Compare us and you will find many Randolph-Brooks services are free! The following fees may be assessed in connection with your Accounts without advance notice to you.

## Membership

Membership at Randolph-Brooks is **FREE**; just maintain the required minimum balance of \$1 in your primary savings account.

## Savings Accounts

Regular Savings.....	<b>FREE</b>
Money Market .....	<b>FREE</b>
(\$2,500 minimum daily balance)	

## Checking Accounts

Really Free Checking.....	<b>FREE</b>
ePay Bill Payment Service.....	<b>FREE</b> <sup>1</sup>
Standard Checks-Online .....	<b>FREE</b>

## General Services

Account Reconciliation Research.....	\$15 per hour
Calls to our Member Service Center .....	<b>FREE</b>
Cashier's Check.....	\$1 each
Copies	
Checks.....	\$1 per copy (in excess of two copies per month)
Statement.....	\$1.50 per copy
Collection Items (sent or received)	
Domestic.....	\$5 per item
Foreign.....	Varies <sup>2</sup>
Courtesy Pay .....	\$24 per item <sup>3</sup>
Electronic Statement.....	<b>FREE</b>
Fax Fee.....	\$2.50 per item <sup>4</sup>
Garnishment or Levy.....	\$25 per notice
ID Protect Plus.....	\$4.95 per month <sup>5</sup>
Inactive Account.....	\$5 per month <sup>6</sup>
Insufficient Funds Fee.....	\$24 per item
Insufficient Funds Fee - UCF .....	\$24 per item
MasterCard® Gift Card .....	\$3 per card
Money Orders .....	\$1 each
Net Branch Online	
Account Access .....	<b>FREE</b>
Notary Service .....	<b>FREE</b>
Non-member Check Cashing Fee.....	\$3 per item
Overdraft Protection (auto transfer from savings or LOC).....	<b>FREE</b>
Reg D Excessive Transfer Fee .....	\$12 per item <sup>7</sup>
Returned Deposit.....	\$24 per item
Signature Guarantee.....	<b>FREE</b>
Stop Payment .....	\$24 each
Wire Transfer	
Incoming .....	<b>FREE</b>
Outgoing (Domestic) .....	\$10
Outgoing (International) .....	\$50

## ATMs & Freedom Debit Cards

Signature-based Transactions .....	<b>FREE</b>
Withdrawals/Inquiries/Transfers at ATMs owned or affiliated with Randolph-Brooks <sup>8</sup> .....	<b>FREE</b>
Co-Op ATM Transactions <sup>8</sup> .....	<b>FREE</b>
Foreign ATM Transactions (members).....	\$1 each
ATM Surcharge (non-member) .....	\$3 each

## Safe Deposit Boxes (annual cost)

2x5 (Live Oak Branch) .....	\$15
3x5.....	\$20
3x10.....	\$30
5x10.....	\$50
10x10.....	\$75
15x10 (Windcrest Branch).....	\$100
Locksmith Services .....	\$110 or more

## **Please Note**

All fees are assessed at the time of service or deducted from your account. If the balance is insufficient, you will be notified to pay the required fee. We may charge any of your accounts for any fee due.

Any fees or charges assessed to us for extra service or special handling of your account will be passed on to you. This Fee Schedule is subject to change at any time. Members will be notified as required by law of any changes in charges that may be imposed on an Account.

<sup>1</sup>Optional expedited same-day bill payment service is available for a fee of \$12 charged by CheckFree.

<sup>2</sup>If we must send a check or draft for collection, any outside fees will be charged to your Account.

<sup>3</sup>The Courtesy Pay fee is assessed for transactions that we choose to pay when no other form of overdraft protection is available. Due to regulatory requirements, a member must "opt in" to receive the services of Courtesy Pay. We pay all checks and debits on your checking account in order of arrival sequence throughout the day.

<sup>4</sup>We do not fax items for non-members. If a member is faxing an item related to RBFCU business, the fax is free.

<sup>5</sup>Identity Fraud Protection

<sup>6</sup>Accounts are "inactive" when there is no activity or contact initiated by you for 12 consecutive months.

<sup>7</sup>Reg D transfer limitation of six electronic or preauthorized transfers per month was exceeded. After the sixth transaction, an electronic or preauthorized item presented for payment is charged a \$12 fee and could be returned as unpaid. NOTE: Items submitted for payment are subject to credit union review.

<sup>8</sup>ATMs are located at all Randolph-Brooks locations, selected off-site locations, and other financial institutions through the CO-OP Network.

## **Randolph-Brooks Federal Credit Union**

**P.O. Box 2097**  
**Universal City, TX 78148-2097**  
**210-945-3300 (San Antonio)**  
**512-833-3300 (Austin)**  
**972-377-3303 (Dallas)**  
**Toll Free 1-800-580-3300**  
<https://www.rbfcu.org/>

# National Credit Union Share Insurance Fund (NCUSIF)

This credit union is federally insured by the National Credit Union Administration.

Examples:

<b>Family of Two</b>		
<b>Individual Accounts</b>		
Husband	Individual	\$250,000
Wife	Individual	\$250,000
<b>Joint Accounts</b>		
Husband/Wife	Joint	\$500,000
<b>Testamentary/Revocable Trusts/Payable On Death</b>		
Husband	POD/Wife	\$250,000
Wife	POD/Husband	\$250,000
<b>IRA Accounts</b>		
Husband		\$250,000
Wife		\$250,000
<b>Total</b>		<b>\$2,000,000</b>

<b>Family of Four</b>		
<b>Individual Accounts</b>		
Husband	Individual	\$250,000
Wife	Individual	\$250,000
Child #1	Individual	\$250,000
Child #2	Individual	\$250,000
<b>Joint Accounts</b>		
Husband/Wife	Joint	\$500,000
Child #1/Child #2	Joint	\$500,000
<b>Testamentary/Revocable Trusts/Payable On Death</b>		
Husband	POD/Child #1	\$250,000
Husband	POD/Child #2	\$250,000
Wife	POD/Child #1	\$250,000
Wife	POD/Child #2	\$250,000
Husband	POD/Wife	\$250,000
Wife	POD/Husband	\$250,000
<b>IRA Accounts</b>		
Husband		\$250,000
Wife		\$250,000
<b>Total</b>		<b>\$4,000,000</b>



**FACTS** **WHAT DOES RANDOLPH-BROOKS FEDERAL CREDIT UNION (RBFCU) 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 products or services 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 RBFCU chooses to share; and whether you can limit this sharing.

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

**To limit our sharing**

- Call 1-800-580-3300 (Toll-free) and speak to a Member Service Representative.
- Visit a branch location and speak to a Member Service Representative.

**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.

However, you can contact us at any time to limit our sharing.

\*Members cannot opt-out of receiving letters or other credit union communications that carry regulatory notices.

**Questions?** Call 1-800-580-3300 (Toll-free) or visit a branch location and speak to a Member Service Representative.

## Who we are

**Who is providing this notice?**

RBFCU; RB Premier Services LLC; RB Premier Realty LLC; RB Appraisal LLC; RB Assets LLC; RB Financial LLC; Randolph Brooks Insurance Agency, LLC; RB Mortgage LLC; and RB Title LLC.

## What we do

**How does RBFCU 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.

Employees are trained on the importance of maintaining confidentiality and member privacy, and restricting access to nonpublic personal information.

**How does RBFCU collect my personal information?**

We collect your personal information, for example, when you:

- Open an account or deposit money
- Pay your bills or apply for a loan
- Use your debit or credit card

We also collect your personal information from others, such as credit bureaus, affiliates and other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit:

- 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.

- *Affiliates include RBFCU; RB Premier Services LLC; RB Premier Realty LLC; RB Appraisal LLC; RB Assets LLC; RB Financial LLC; Randolph Brooks Insurance Agency, LLC; RB Mortgage LLC; RB Title LLC; CU Appraisal Services, LLC; TruHome Solutions, LLC. We may also enter into agreements in the future with other companies that offer additional financial products for you to consider.*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Nonaffiliates we share with can include companies for credit cards, direct marketing, data processing, online services for bill payment, account setup, deposit and mobile services and identity protection. We may also enter into agreements in the future with other companies that offer additional financial products and services for you to consider.*

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include direct marketing companies, credit card companies and other financial institutions.*

# Your Affiliate Marketing Choices

For personal information (such as your name, address or certain account-related information) shared among affiliates, you may opt out of direct marketing of products and services by those affiliates with whom you do not have a prior relationship. You may do this by mail or by calling the toll-free number of the appropriate RBFCU company provided. An opt-out by a joint account holder will be treated as applying to all associated joint account holders. Your choice to limit marketing offers from our affiliates will apply until you notify us to modify your preference. Note: If you have already requested this, there is no need to do so again.

## **Contact Randolph-Brooks Federal Credit Union**

If you have questions or if you need to correct information we have on file, please contact us at:

Randolph-Brooks Federal Credit Union  
PO Box 2097  
Universal City, TX 78148-2097  
Toll-free: 1-800-580-3300  
San Antonio: 210-945-3300  
Austin: 512-833-3300