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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 as “member,” “you,” “your,” or “yours” for the sake of this agreement.

2. Randolph-Brooks Federal Credit Union, may be referred as “RBFCU,” “credit union,” “CU,” “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 company that we have control over, such as certain credit union service organizations.

6. A Business Day is Monday through Friday, excluding Federal Holidays. The CU processes external transactions and payments on business days.

7. A Processing Day is daily (Sunday through Saturday). Processing days allows the CU to process internal transactions and payments.

8. An Account Statement is the account statement (monthly and quarterly) delivered to the member via their selected delivery method.


10. A Deposited Item is an item collected for you or accepted by us to deposit to your account.

11. A Dormant account is an account that has two years without member initiated transaction activity.

12. An Inactive account is an account that has one year without member initiated transaction activity.

13. 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, withdrawal tickets, or any other reasonable form of payment or deposit.

14. 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.

15. An Overdraft is the result of an item paying on your account and creating a negative balance.

16. A Service is any service provided by us to you including but not limited to Account Research and Account Reconciliation.

17. Account Research is a service when we search for any account items for you on the available history and records of the account.

18. Check conversion allows a financial institution to convert paper checks into electronic ones and then send them to the appropriate receiving bank. The electronic check is forwarded on via the automated clearing house.

19. Available Balance – Is your current balance minus any charges you have made that have not cleared your account or are on hold.

20. Bill Pay – A bill payment service provided by RBFCU

21. BSA – Bank Secrecy Act

22. Check 21 – A federal law that went into effect in 2004 giving financial institutions the ability to create electronic image copies of consumers’ checks. Handling checks electronically makes check processing faster and more efficient.

23. CTR – Currency Transaction Report

24. IOLTA – Interest on Lawyer Trust Accounts

25. MSB – Money Service Businesses. RBFCU has elected not to provide services to MSBs. Example: check cashers, currency dealer/currency exchanger/currency transfers, prepaid cards, any transactions dealing with virtual currency (i.e., Bitcoin).

26. NBFI – Non-Bank Financial Institution, other than banks or credit unions offering financial services. Example: securities investments, pawn brokers, seller/exchanger of precious metals including gold and silver, used car lots (buy here, pay here). RBFCU has elected to not provide services to Non-Bank Financial Institutions.

27. NSF – Non-sufficient Funds. RBFCU calls this an Insufficient Funds Fee.

28. POD – Payable on Death

29. TUTMA – Texas Uniform Transfers to Minors Act

30. UCF – Uncollected Funds
Membership and Account Agreement

IMPORTANT NOTICE: This Agreement and disclosures 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 (e.g., Business Agreement) and disclosures and contact us if you 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 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.

ACCEPTANCE PROVISION: You and we acknowledge and agree that when you (or anyone else you allow to use your account(s) or our products or services) continue use of any of your account(s) or our products or services, you are confirming your acceptance and agreement to ALL of the terms of the latest and current version of, and modification(s) to, this Membership and Account Agreement and the additional agreements and disclosures in this handbook, regardless of whether such terms relate to the particular account(s) or products and services that were used.

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, reflecting any existing “like ownership” 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, verbally over the phone, via secured message or online chat.

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 authorize us to verify and retain this information. You authorize us to use your credit report to consider whether to offer other products and services to you and you understand and specifically intend this authorization to apply to the current inquiries and future credit inquiries. You understand and agree that your authorization will remain in effect until you provide written notice of your revocation to us.

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 RBFCU Online Banking to view all documents. You understand and agree it is your obligation to update us when your email address changes or if, for any reason, you are unable to receive or access documents.

The USA PATRIOT Act requires financial institutions to identify potential members before opening an account. When you open an account with RBFCU we require the legal name of the individual and/or entity, physical address, date of birth, Social Security Number, Individual Taxpayer Identification Number or Employer Identification Number. Additional information may be required that will allow us to properly identify you. We will not establish accounts if the required information and documentation is not provided. The following are the only forms of identification accepted by RBFCU.

- US driver’s license
- US state-issued ID card (issued by the Department of Motor Vehicles)
- Passport with photo and in English
- Passport Card
- Uniformed Services ID card
- Common Access Card (CAC)
- Matricula Consular
- Resident Alien or Permanent Resident Card (a “Green Card”)
- United States Employment Authorization Card
- Concealed Handgun License – Same as License to Carry (Texas)

We require all members and non-members 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 must be deemed compliant with our Identification Policy.

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 in the absence of 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 the person who dies without a valid Will.

2. **Multiple-Party Accounts.** 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, 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 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, 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, the provisions set forth above with regard to Multiple-Party Accounts shall continue control as long as there is one surviving owner. 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. 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. All P.O.D. payouts are subject to Texas Estates Code section 123.151.

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 and 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) RBFCU 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 as custodian has been duly designated, (ii) determine if an act of the custodian is in accordance with any subsequent qualified Texas Uniform Transfers to Minors Act, (iii) question the validity of property 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 minor’s 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 minor’s 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 cannot be qualified as guardian or estate representative, (ii) determine if an act of the guardian or estate representative is in accordance with or authorized by the Texas Estates Code or other applicable law, (iii) question the validity or propriety of any instrument or any instructions executed or given by a person acting as a guardian or estate representative, or (iv) oversee the administration by a guardian or estate representative of money or other property paid or delivered to him or her. You agree that we may rely upon Letters of Guardianship, Letters Testamentary, or Letters of Administration that are valid upon presentment, that we may continue to rely upon the same without inquiring into their expiration or renewal, and that we may assume their renewal unless notified in writing to the contrary. Further, you agree that we will have no obligation to recognize or honor any such Letters that we know to have expired without renewal pursuant to the provisions of the Texas Estates Code or other applicable law. If we receive notice of expiration without renewal, we will have no obligation to honor any check that is presented for payment or to honor any requests for withdrawal of funds from the Account of a ward or an estate until we receive renewed Letters or another order issuing out of a court of competent jurisdiction.

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. **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 circumstances 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.
We will not accept business transactions in a personal account. If identified, a business account must be opened. Continued non-compliance with this requirement will result in restrictions of services on your personal account. RBFCU reserves the right to refuse business relationships with the following high risk categories in accordance with the Bank Secrecy Act (BSA) (list subject to change):

a) **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) currency dealer, currency exchanger, currency transfer (ii) a check cashier, (iii) an issuer, seller, or redeemer of traveler’s checks, money orders, or prepaid cards, or, (iv) a money transmitter

b) **Non-Bank Financial Institution Accounts.** We do not accept Non-Bank Financial Institutions (NBFI) offering financial services. Examples of NBFI’s include but are not limited to: securities, investments, pawn brokers, seller/exchanger of precious metals including gold and silver, finance or loan companies. We do not service the following: (i) used car lots that accept payments directly, also known as “Buy here/Pay Here” (ii) used car lots using floor planners (iii) dealership accounts.

c) **Marijuana/Cannabis-Related Businesses.** We do not accept business accounts offering any services related to marijuana/cannabis/hemp nor any marijuana-by-product nor derivative due to the inherent high risk, the regulatory monitoring requirement, as well as, it remains illegal at the federal level. We do not service personal accounts with transactions related to this industry.

d) **Privately Owned ATMs.** We do not accept businesses or personal accounts servicing privately owned ATMs. Servicing refers to the following: (i) replenishments (ii) ACH transactions directly related to servicing an ATM.

e) **Third Party Payment Processors.** We do not accept business accounts serving as a Third-Party Payment Processor (TPPP). These are businesses that provide payment-processing services to merchants and other business entities, typically initiating transactions on behalf of merchant clients that do not have a direct relationship with the Payment Processor’s financial institution. Examples of services include (but not limited to) (i) credit card payments (ii) Automated Clearing House (ACH) debits (iii) creating and depositing remotely created checks (RCCs) or “demand drafts.”

f) **Virtual Currency.** We do not accept business accounts or personal accounts transacting in any type of virtual currency (crypto-currency) services or transactions. Prohibited transactions include, but are not limited to: (i) wires (incoming/outgoing) (ii) ACH transactions (incoming/outgoing) (iii) privately owned ATMs dealing specifically with crypto-currency (iv) credit or debit card transactions.

RBFCU monitors all members and transactions. If prohibited activity, suspicious activity and/or unsatisfactory account handling is detected, the Credit Union will review the account and take action either by limiting services or closing the account. (Refer to Limitation of Services).

g) **Internet Gambling (Unlawful Internet Gambling Enforcement Act of 2006).** 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. We will refuse to process any such activity. **We will impose restrictions on your account including 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(s) has legal authority to engage in an Internet Gambling business, you acknowledge and agree that we will close the account as is our sole and absolute discretion. Additionally, if Internet gambling activity is detected during our routine monitoring of accounts, we reserve the right to close the account without prior notification to you.

h) **Business Accounts – Beneficial Ownership.** Individuals establishing a new business relationship and current business owners adding a new product/service will be required to provide additional information. This Federal Regulatory requirement transpired in order for financial institutions to assist the government to fight financial crime. RBFCU must obtain, verify and record information about the beneficial owners of legal entities. The regulation also requires the disclosure of key individuals who own and control the legal entity. These are known as the “Beneficial Owner” and the “Control Person”. For the purposes of this regulation, a legal entity includes a Corporation, Limited Liability Company (LLC) or other entity that is created by a filing of a public document with a Secretary of State or similar office, a General Partnership, and any similar business entity formed in the United States. RBFCU requires Texas registration for all legal entities (must be a U.S. legal entity) in spite of where the legal entity was originally established. A “Beneficial Owner” is each individual who owns, directly or indirectly, 25 percent or more of the legal entity. The “Control Person” is an individual with significant responsibility to manage, direct or control the legal entity. Examples are, but not limited to: Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President or Treasurer. Note: While a legal entity may have more than one individual that qualifies for the designation of “Beneficial Owner”, only one “Control Person” is allowed in order to comply with the regulation. To further comply with the regulatory requirements, a “Certification of Beneficial Ownership” form must be completed by the person opening the new account or the person updating the existing legal entity account on their behalf. The Certification of Beneficial Ownership form is provided by the Credit Union. Information needed for the form is as follows: (i) the name, address, date of birth, valid identification approved by the Credit Union as well as Social Security number. **Note: An updated Certification of Beneficial Ownership is required when there are changes to accounts, business structure, business ownership, or adding products/services to an existing account this includes safe deposit boxes and loans (this list is subject to change).** In addition, a new Certification of Beneficial Ownership form will be required at the time a lending product extends or is modified. You agree to notify the Credit Union when changes occur. You understand and agree to complete a new Certification of Beneficial Ownership.
form. We reserve the right to deny a business account or the add-on of products or services if the information and documentation listed above is not provided.

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. If you issue a check drawn on your Account and a nonmember of RBFCU seeks to cash the check at a RBFCU branch, you agree that we may require the nonmember to provide appropriate physical and/or documentary identification as a condition of cashing a check drawn on your Account. You also agree that we may refuse to cash a check, even if it is properly payable and proper identification is provided, and such refusal shall not constitute wrongful dishonor of your check. Further, you agree we have the right to charge the nonmember, as a condition of cashing the check, a nonmember check cashing fee. This fee, which is reflected in our Fee Schedule, helps RBFCU cover the additional costs and risks involved in cashing such a check for a nonmember. You understand and agree that a nonmember seeking to cash a check drawn on your Account retains the ability to deposit the check with their own financial institution which would result in your check being presented to us through normal check processing channels. For other members of RBFCU, you agree that we may refuse to cash a check drawn on your Account if the member seeking to cash the check at a RBFCU branch is not a member in good standing and you further agree such refusal (or other action such as requiring the check to be deposited into the other member’s account at RBFCU) shall not constitute wrongful dishonor.

2. Available Balance. Your Account’s Available Balance is our most current record of the amount of money in your account that is available for use or withdrawal (subject to the additional limitations and restrictions set forth in this Agreement, including as further explained in the Disclosures and Schedules, including without limitation, “What You Need to Know About overdraft Protection”; “Electronic Fund Transfers Agreement and Disclosures”; and “Funds Availability Policy”). The account’s Available Balance includes adjustments for factors such as restrictions or holds placed on deposited funds in your account, and restrictions or holds placed on funds in your account as a result of preauthorization holds in connection with the use of your Freedom Debit Card. Each of these restrictions and holds affect (reduce) the availability of funds in your account for use or withdrawal, including without limitation, to pay for checks drawn on your account, debits, Freedom Debit Card purchases, ACH transactions, ATM withdrawals, fees, and any other withdrawal or payment transactions on your account. We use the account’s Available Balance to authorize your transactions during the day, to pay your transactions in our nightly/daily processing, in determining whether the account has been overdrawn, and in assessing fees in connection with any overdrafts. IT IS VERY IMPORTANT TO UNDERSTAND THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE ACCOUNT’S AVAILABLE BALANCE APPEARS TO COVER THE TRANSACTION. THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION THAT YOU WANT TO MAKE. Your account’s Available Balance may not reflect every transaction you have initiated or previously authorized, including without limitation, your outstanding checks, automatic bill payments that you have authorized, authorized automatic withdrawals (such as recurring Freedom Debit Card transactions, transfers, and ACH transactions that we have not received for payment or received too close to our nightly/daily processing to include in your account’s Available Balance), the final amounts of Freedom Debit Card purchase (e.g., we may authorize a purchase amount prior to a tip you add), Freedom Debit Card transactions that have been previously authorized but not sent to us for final pay (e.g., we must release the transaction authorization hold after 3 business days even though the transaction may be sent for payment from your account, which we must honor, at a later date), and other outstanding transactions that have not been paid from your account. For example, an outstanding check will not be reflected in your Available Balance until it is presented to us and paid from your account. Your account’s Available Balance also may not reflect recent deposits to your account that are subject to our Funds Availability Policy. Therefore, in order to avoid fees and/or overdrawing your account, it is imperative that you take into account the availability of funds in your account under the terms of this Agreement and keep track of each deposit, use, transaction, and withdrawal (including without limitation, checks drawn on your account, debits, and deposits of cashier’s, certified, teller’s, traveler’s, and federal, state, and local government checks). You authorize us to accept preauthorized transactions on your Account before the pending transaction (that was the subject of the preauthorization) is posted, causing the account’s Available Balance to fall below $0, a fee will be assessed when the pending transaction does post to the account (and fees may also be assessed for the additional intervening transaction(s) to the extent they resulted in a negative Available Balance at the time they posted to the account).

a) Preauthorization Holds. As more fully explained in the “Freedom Debit Card Preauthorization Holds” paragraph of the “Electronic Fund Transfers Agreement and Disclosures” in the Disclosures and Schedules, when you use your Card at certain merchants, 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. These preauthorization holds affect (reduce) the availability of funds in your account, including without limitation, to pay for checks drawn on your account, debits and Freedom Debit Card purchases, ACH transactions, ATM withdrawals, fees, and any other withdrawal or payment transactions on your account. You cannot access funds that are subject to a preauthorization hold—they are not available funds.

b) Deposit Holds. As more fully explained in the “Funds Availability Policy” in the Disclosures and Schedules, when you deposit funds to your account (including without limitation, electronic direct deposits; deposits by check; eDeposits; deposits of cash; wire transfers; and deposits of cashier’s, certified, teller’s, traveler’s, and federal, state, and local government checks) some or all of the deposited funds may not be immediately available to you. These restrictions and holds on deposited funds affect (reduce) the availability of funds in your account, including without limitation, to pay for checks drawn on your account, debits and Freedom Debit Card purchases, ACH transactions, ATM withdrawals, fees, and any other withdrawal or payment transactions on your account. You must ensure that, at all times, sufficient funds are available (including to cover any preauthorization holds placed on the account) and remain in your account to pay for your Freedom Debit Card transactions. An authorization is not an indication or a guarantee that a purchase will result in additional fees being charged to or debited from your account when the transaction is posted to your account. For example, if you have an account with a pending transaction, and the pending transaction is posted to your account before the previous pending transaction is posted, causing the account’s Available Balance to fall below $0, a fee will be assessed when the pending transaction does post to the account (and fees may also be assessed for the additional intervening transaction(s) to the extent they resulted in a negative Available Balance at the time they posted to the account).
purchases, ACH transactions, ATM withdrawals, fees, and any other withdrawal or payment transactions on your account. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

c) Additional Transactions That May Not Be Reflected in the Account’s Available Balance But For Which You Are Still Responsible for Accounting. Again, your account’s Available Balance may not reflect every transaction you have initiated or previously authorized, including without limitation, your outstanding checks, automatic bill payments that you have authorized, authorized automatic withdrawals (such as recurring Freedom Debit Card transactions, transfers, and ACH transactions that we have not received for payment or received too close to our nightly/daily processing to include in your account’s Available Balance), the final amounts of Freedom Debit Card purchase (e.g., we may authorize a purchase amount prior to a tip you add), Freedom Debit Card transactions that have been previously authorized but not sent to us for final pay (e.g., we must release the transaction authorization hold after 3 business days even though the transaction may be sent for payment from your account, which we must honor, at a later date), and other outstanding transactions that have not been paid from your account. Your account’s Available Balance also may not reflect recent deposits to your account that are subject to our Funds Availability Policy. Even though your account’s Available Balance may not reflect each of these transactions, you must ensure that, at all times, sufficient funds are available and remain in your account to pay for each such transaction.

3. State 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. However, we may pay the item in good faith as long as there is not a stop payment order in effect when we pay the item. You shall indemnify and hold us harmless for losses due to our paying any stale-dated item.

4. Overdrafts and Overdraft Protection. An overdraft occurs when you do not have enough Available Balance in your account to cover a transaction, but we pay it anyway. You agree to maintain available funds in your account at all times sufficient to pay any withdrawal order (whether oral, written, or otherwise) or item presented for payment against the account. We are under no obligation to pay any withdrawal 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 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. See the “What You Need to Know About Overdraft Protection” for additional information about the standard overdraft practices and overdraft protection plans, and optional overdraft practices available for your account.

5. Courtesy Pay. Courtesy Pay is offered as a courtesy to our members who qualify for this service. Do not rely on Courtesy Pay to pay your items—it is intended only as a courtesy in the event you accidentally overdraft your account. Courtesy Pay is a standard overdraft practice included on your Checking Account for checks and ACH transactions made using your Checking Account number, and automatic bill payments, unless you ask us to not use Courtesy Pay for your account for these types of transactions. Due to regulatory requirements, members must “opt in” to Courtesy Pay for everyday debit card (Freedom Debit Card) transactions. Your ability to “Opt In” may be limited or restricted to prevent structured or intended abuse of the program. The amount of the Courtesy Pay fee is set forth in the Truth in Savings Fee Schedule. Courtesy Pay can be revoked at our sole and absolute discretion. There are also other overdraft protection plans (a link to an RBFCU Savings Account or a link to an RBFCU Line of Credit, if you apply and qualify for such account(s)), and there are no fees associated with these overdraft protection plans. In the event these other overdraft protection plans are utilized, we will use our best efforts to transfer funds from the eligible Savings Account to your Checking Account, or to make an advance of funds under the eligible Line of Credit Agreement to your Checking Account, to remedy the overdraft. Our Courtesy Pay service may be available when no other form of overdraft protection plan is available. We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction, even if you have asked us to do so—if we do not authorize and pay an overdraft, your transaction will be declined. In the event that we do pay any such order or item, we will not waive our right to dishonor any subsequent orders or items presented. Each Party to any of your accounts will be jointly and severally liable for overdrafts (including without limitation the applicable fees) and other obligations owed to us that are caused by any other Party to the account. The negative balance and applicable fees must be cleared by you within 45 days. You can make, change, or revoke your choices regarding standard overdraft practices and overdraft protection plans, and optional overdraft practices available for your account, in-person, orally over the phone, via secured message or online chat, and in your My Profile in Online Banking. If you do not have enough Available Balance in your account to cover a transaction, and at the time of the transaction no overdraft practices or protection plans exist on your account (i.e., you have opted out of all of RBFCU’s standard overdraft practices and overdraft protection plans and not opted into the optional Courtesy Pay), then the transaction will be declined, the item will be returned unpaid due to insufficient funds, and an insufficient fund fee will be charged per item. Please see the “What You Need to Know About Overdraft Protection” and the Truth in Savings Fee Disclosure.

6. 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 relating 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.

7. 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 postdated or incomplete 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.

8. 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 receipt of an ACH entry or next-day notice of receipt for a wire transfer. You will receive a record of an ACH entry or wire transfer on 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) **Direct Deposits.** If we are required to reimburse any U.S. Government agency for any benefit payment directly deposited into your account, we may deduct the full amount requested from any of your accounts, without prior notice, unless prohibited by law. This may result in your account being overdrawn.

e) **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.

f) **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.

g) **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.**

h) **Force Majeure.** We are not liable for a failure to execute a payment order according to your instructions if an interruption in communication facilities or some other circumstance beyond our control such as fire or flood prevents the transfer, despite reasonable precautions we have taken.

i) **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 transfers received will be reviewed and processed within a commercially reasonable time, generally within one business day.

j) **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 transfers 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.

9. **Checks/ACH/Debit Clearing Process.** We may post ACH Credits (Payroll, etc.) on or before the effective date of the transaction. When the transaction is received before the effective date, RBFCU will post the item by the end of the business day received. 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.

10. Stop Payment. You may stop payment on items drawn on your Accounts. YOU AGREE TO RELEASE AND 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 remain in effect until the earlier of: (a) the withdrawal of the stop payment order by you or another authorized account holder; or (b) the return of the related transaction. 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 RBFCU Freedom Debit card, or a similar device at an ATM or at a point of sale.

11. Limitations on Preauthorized Transfers. Under government regulations that apply to Savings 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 Online Banking 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.

12. 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.

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 has been deposited to your Account and 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 endorsers must make your endorsement within this prescribed area. IF ANY ENDORSEMENT OR OTHER WRITING THAT YOU OR ANY OTHER ENDORSER MAKES CAUSES ANY ERROR OR DELAY IN THE PROCESSING OF THE ITEM, YOU AGREE THAT YOU WILL BE LIABLE FOR ANY LOSS THAT WE INCURE AS A RESULT OF THAT DELAY OR ERROR, AND YOU AGREE TO INDEMNIFY AND 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 INDEMNIFY AND 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. We reserve the right to refuse your deposit transaction for the following reasons (but not limited to) (i) restrictions have been placed on your account (see Limitation of services) (ii) the activity is deemed suspicious (iii) you or your delegate fails to provide acceptable identification (see ID section) (iv) you or your delegate refuses to provide...
additional information needed to complete the transaction. Additionally, we reserve the right to 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 account(s) 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; Consent to Contact.** 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 telephone number. By providing phone number(s) to RBFCU (including any wireless, mobile or VOIP number), you expressly consent to receive autodialed or prerecorded calls and text messages from RBFCU or any affiliates or agents performing services on our behalf. You consent to receive calls or text messages to notify you: (i) in regards to your Accounts; (ii) to provide you with credit or debit card transaction alerts; (iii) to collect a debt or other obligation; or (iv) as otherwise necessary to service your account.

2. **Account Statements.** RBFCU member statements (monthly and quarterly) are delivered by mail unless the member “opts in” to receive electronically. If you “opt in,” you 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 33rd day following the date the statement is delivered (60th 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.**

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 Online Banking, 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 statements. 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.

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**

<table>
<thead>
<tr>
<th>Description</th>
<th>Form</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mortgage/Real Estate</td>
<td>1098</td>
<td>Annually – EOY</td>
</tr>
<tr>
<td>IRA</td>
<td>5498</td>
<td>Annually – May</td>
</tr>
<tr>
<td>Dividends ($10 or more earned)</td>
<td>1099-INT</td>
<td>Annually – EOY</td>
</tr>
<tr>
<td>Retirement distributions</td>
<td>1099-R</td>
<td>Annually - EOY</td>
</tr>
</tbody>
</table>
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.

   \[
   \text{Dividend Formula} = \text{Balance} \times \text{Number of Days} \times (\text{Dividend Rate} + 365) \]

   *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:** 
   \[
   \text{Balance} \times \text{number of days in dividend period} \times \text{dividend rate} / 365
   \]

7. **Cash Exchange.** We do not accept currency exchange/coin exchange (personal or business). Cash must be deposited into an account and then withdrawn. An ID will be required on all transactions. Business Owners: Runners (individuals conducting transactions for the benefit of the business) are required to have a check payable to them, cash or “petty cash.” Runners must pass all ID requirements in order for the Credit Union to process a requested transaction.

8. **Cash Transacting Reporting.** To help law enforcement agencies detect illegal activities, the law requires that we gather and report information on some cash transactions. If the information we need to complete the report is not provided at the time of the transaction by you or the person conducting the transaction on your behalf, we will refuse the transaction. This includes (but not limited to) refusing to provide current occupation and/or source of funds (who you received the currency from).

9. **Check Cashing.** A fee is assessed for anyone that does not have an account with RBFCU who is cashing a check, draft or other instrument drawn on RBFCU including exchanges for a cashier’s check. For anyone cashing a check, member or non-member, we will require that you provide identification at the time of the transaction. If you refuse to do so, the transaction will be declined.

10. **Check Orders.** We offer both personal and business checks through our authorized vendor. Many styles offer carbonless duplicates which allow 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 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.

11. **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. The Credit Union may close an account due to inactivity in which the account no longer maintains a balance (see Truth in Savings Fee Schedule – Inactive Account). A new account that is not properly funded within a 30-day period will be closed. Generally, a closed account cannot be reopened. However, we may reopen your account after closing in certain instances including, but not limited to, receipt of a dishonored/returned item or a preauthorized debit card transaction initiated on your account and not canceled prior to account closure. In these instances you will be liable for any negative balance arising from these transactions as well as any associated fees incurred. Members closing out all accounts or accounts closed by the Credit Union due to inactivity will require members to re-qualify for membership and follow all required processes to open a new account. **We reserve the right to limit accounts and/or services (refer to “Limitation of Services”) and, subject to applicable law, close an account. We will close your account when suspicious activity is detected during monitoring of transactions. We are not obligated to notify you when your account is restricted or closed due to suspicious activity or law enforcement action.**

12. **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. Fees may be assessed on business accounts. See the Business Account Fee Schedule for more information.

13. **Contractual Liens & Pledge of Shares; Cross-Collateralization.** Unless otherwise prohibited by applicable law or our policies and procedures, you pledge all or any part of your shares and deposits, except for exempt Accounts, as security for any loan you may have now or in the future. In addition to any lien we have as a matter of law (see the Statutory Lien paragraph), 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 understand and agree the contractual lien and your pledge of shares applies to loans, a negative balance in any Account, fees, costs, expenses or any other financial obligation owed to us. You are not giving a security interest in any shares or deposits in an IRA, HSA or any other Account, which if pledged would result in the loss of special tax treatment under the Internal Revenue Code. **You understand and specifically 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 further 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. Unless prohibited by applicable law or our policies and procedures, the contractual lien and your pledge of shares authorizes RBFCU to take money from any non-exempt Account and apply it to what you owe if you are in default. **For example, if you have a delinquent loan or a negative account balance, you agree we may use funds in your Account(s) to pay any or all of the unpaid obligations or negative balance.**

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 the available balance in the Account being insufficient 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 specifically agree that we have a right to place an administrative freeze on any
Accounts and that such action shall not violate 11 U.S.C. §362 or other applicable law. 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.

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. This cross-collateralization means the collateral securing a loan may serve as collateral for additional loans with RBFCU. Additionally, RBFCU may hold the collateral from a loan until all obligations are paid off. For example, RBFCU may hold the title to your vehicle as collateral for another loan even if your auto loan has been paid in full. It is your responsibility to review your loan disclosures and security agreements to understand your collateral pledges and our rights. Unless specifically agreed to by you and us in a separate writing, obligations secured by your principal residence are not included in this cross-collateralization pledge.

14. Credit Reports. A hard credit inquiry is not required at account opening, but may be required for a different business need. You authorize us to use your credit report to consider whether to offer other products and services to you and you understand and specifically intend this authorization to apply to any current and future credit inquiries. You understand and agree that your authorization will remain in effect until you provide written notice of your revocation to us.

15. Credit Report Disputes. 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.

Randolph-Brooks Federal Credit Union
ATTN: Credit Disputes
PO Box 2097
Universal City, TX 78148

16. Death or Incompetence of Account Owner. We may place a hold on the Account funds, 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 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. Surviving joint owners may continue to maintain the Account upon account ownership restructuring.

17. Deceased Member Accounts. Unless restructured, the National Credit Union Share Insurance Fund insures 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. If the accounts are restructured, or upon the expiration of the six months if not restructured, the share insurance coverage provided by the National Credit Union Share Insurance Fund will be based on the actual ownership of the accounts. It is prohibited to establish or update account(s) with a deceased Account Owner. Any deceased member remaining on an account after a six-month period will be removed by the Credit Union.

18. 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.

19. Dispute Resolution. Arbitration Agreement. You and we each acknowledge and agree that any Dispute, as herein defined, shall, at the election of either you or us, be resolved by confidential, mandatory FINAL AND BINDING ARBITRATION administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules (the “Rules”), except as set forth herein. The arbitration award shall be FINAL AND BINDING and may be entered as a judgment in any court of competent jurisdiction.

a) Dispute. "Dispute" shall mean any dispute, controversy, disagreement, or claim arising out of or relating to your account(s), any transaction(s), our products or services, your relationship with us, this Membership and Account Agreement and/or the additional agreements and disclosures in this handbook (including the breach, termination, enforcement, interpretation or validity thereof), any prior agreement(s) between you and us, and/or the advertising, application(s) for, or approval or establishment of your account(s), whether arising in contract, tort, statute, or otherwise, save and except only the Excluded Disputes defined below. "Dispute" further includes any dispute, controversy, agreement, and/or claim about this Arbitration Agreement's meaning, application, or enforcement, as well as the arbitrability of any Dispute. This Arbitration Agreement has only the following exceptions (the "Excluded Disputes"): (1) either we or you may still individually seek relief in small claims court, in accordance with the Rules, for a Dispute within the small claims court’s jurisdiction; and (2) we or you may (i) foreclose against real or personal property or other security by an exercised power of sale under a security instrument or applicable law, (ii) exercise self-help remedies, or (iii) obtain provisional or ancillary remedies with regard to such securities, including without limitation, injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a Court having competent jurisdiction before, during, or after the pendency of any arbitration; and the pursuit of any such remedy shall not constitute a waiver of the right to have all other claims or disputes resolved by arbitration.

b) Waiver of Trial. You and we each hereby acknowledge and agree that, if either you or we elect to resolve a Dispute through arbitration, you and we each shall GIVE UP THE RIGHT TO GO TO COURT to assert or defend any rights with respect to any Dispute (save and except only the Excluded Disputes), and hereby WAIVE THE RIGHT TO A (JURY OR BENCH) TRIAL (save and except only the Excluded Disputes) if such election is made by you or us.

c) Applicable Law. The Federal Arbitration Act and the Texas General Arbitration Act govern this Arbitration Agreement and any arbitration between you and us. Texas substantive law shall govern the Dispute, to the extent not preempted by federal law.
d) **Rules.** The Rules shall govern any arbitration under this Arbitration Agreement. A copy of the Rules, including how to initiate arbitration, can be obtained at www.adr.org/Rules. AAA determines the rules and procedures for deciding who pays the arbitration fees, unless limited by applicable law. Unless applicable laws state otherwise, you and we each agree that each will pay its own attorney, expert, and witness fees, without prejudice to the arbitrator’s right to re-allocate such fees and other costs in the arbitration award. The arbitration shall be held in San Antonio, Bexar County, Texas, and be decided by a single arbitrator appointed by AAA. AAA shall provide a list of ten potential arbitrators. If the parties are unable to agree upon an arbitrator, each party shall be entitled to strike two of the names and rank the remainder. From the unstricken names on the list, in accordance with the designated order of mutual preference, AAA shall invite the acceptance of an arbitrator to serve. The scope of discovery for any arbitration shall be strictly limited to matters directly relevant to the Dispute’s claims and defenses. Unless otherwise agreed, each side shall be limited to 25 requests for production, 25 interrogatories, 25 requests for admission, and 3 depositions. If there is a conflict between (i) the Rules and (ii) this Arbitration Agreement and/or the Membership and Account Agreement, this Arbitration Agreement and the Membership and Account Agreement shall control.

e) **Class Waiver.** YOU AND WE EACH HEREBY AGREE TO ARBITRATE ANY DISPUTE ON AN INDIVIDUAL BASIS AND EACH HEREBY WAIVES ANY RIGHT TO ASSERT OR PARTICIPATE ON A CLASS, COLLECTIVE, REPRESENTATIVE, AND/OR CONSOLIDATED BASIS. YOU AND WE EACH HEREBY AGREE: (i) THAT NO ARBITRATION PROCEEDING HEREUNDER SHALL BE CERTIFIED AS A CLASS/COLLECTIVE ACTION OR PROCEEDED AS A CLASS/COLLECTIVE ACTION, OR IN ANY BASIS INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OR IN THE INTEREST OF THE GENERAL PUBLIC AND/OR OTHER MEMBERS OR PERSONS SIMILARLY SITUATED. (ii) THAT EACH SHALL NOT BE ENTITLED TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC, OR TO ACT AS A PRIVATE ATTORNEY GENERAL. (iii) EACH SHALL NOT BE PART OF, OR BE REPRESENTED IN, ANY CLASS OR COLLECTIVE ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE, AND (iv) THAT NO ARBITRATION PROCEEDING SHALL BE CONSOLIDATED WITH, OR JOINED IN ANY WAY WITH, ANY OTHER ARBITRATION OR OTHER PROCEEDING. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, AND/OR CONSOLIDATED BASIS. NO ARBITRATOR SHALL HAVE THE AUTHORITY TO MAKE ANY AWARD FOR THE BENEFIT OF, OR AGAINST, ANY PERSON WHO IS NOT A NAMED PARTY.

e) **M161AA R 01-01-20**

f) **Severability.** If any provision of this Arbitration Agreement other than the “Class Waiver” provision is found to be illegal or unenforceable for any reason, the remaining provisions of this Agreement shall remain enforceable to the fullest extent under the law. If you or we assert an arbitration demand on a class, collective, representative, or consolidated basis and the foregoing “Class Waiver” provision is found to be illegal or unenforceable such that an arbitration could otherwise proceed on a class, collective, representative, and/or consolidated basis, then this entire Arbitration Agreement shall be unenforceable.

g) **Confidentiality.** No person participating in arbitration can disclose the arbitration’s existence, content, subject, or results, except as required in a party’s ordinary course of business or by law or regulation, including to any government authority having jurisdiction over a party.

20. **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.

21. **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.

22. **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.

23. **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.

24. **Identification Requirements.** You will be asked to provide acceptable identification before we are able to provide services. Please refer to the ID section of the Membership Agreement

25. **Inactive, Dormant and Abandoned 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 years 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 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 any account remains inactive and is unclaimed by you for the period specified under applicable state law (which is generally the state listed in the address for your account), we are required by that law to remit the funds, if an account is presumed unclaimed/abandoned. When the account is presumed unclaimed/abandoned said account is closed, the account no longer earns dividends and the funds are remitted to the applicable state. After the funds are surrendered to the applicable state, we will no longer have access to such funds and your only recourse to reclaim such funds is through the applicable state agency. You may prevent your account from being remitted to the state by transacting on your account annually.

26. **Large Cash Withdrawals.** We require advance notice for large cash withdrawals. The length of advance notice is dependent on (but not limited to) (i) time of year (holidays, location specific festivals, etc.) (ii) Pay days (iii) branch location. For large cash withdrawals we will ask for the purpose of the request. We reserve the right to deny the transaction.

27. **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.

28. **Limitation of Services.** We reserve the right to restrict or close your account for the following reasons (but not limited to): (i) we believe that we may suffer a loss if the account is not closed (ii) the volume of account activity exceeds that which we can reasonably and safely process (iii) the activity exceeds what is deemed reasonable and consistent with the type of account (iv) we determine that any party related to the account or those claiming an interest in the account have been abusive in the use of the account or in the conduct of his or her
affairs with RBFCU (v) we are unable to verify your identity in accordance with our Identification Policy (vi) we suspect fraudulent or suspicious activity (vii) you demonstrate negligence in protecting your password(s), PIN, checks, or other account authorization information (viii) you attempt to circumvent our policy and procedures (ix) you refuse to provide information and/or documentation needed to facilitate a transaction or service (x) your balance remains below Par value ($1.00) required minimum (xi) you incur excessive overdrafts, returned unpaid items, or returned payments or deposits (xii) a change in account ownership or a change with regard to the persons authorized to sign on the account has occurred. What this means to you as a member is that we reserve the right to determine if certain activity on the account is within the scope of “usual or customary.” We reserve the right to question account owners to our satisfaction and our decisions will be final. You further understand and agree that RBFCU will impose restrictions, as described below, if you are delinquent or in default on any loan or other financial obligation owed to RBFCU. It is our policy to restrict account services, including but not limited to the right to maintain certain accounts, access and utilize RBFCU property or have direct contact with our employees. The privilege to use optional services, such as: Courtesy Pay, Skip-a-Pay, eDeposit, and/or programs are subject to restrictions if you abuse your account. The availability to use electronic fund transfers via a debit card, Online Banking or Mobile Banking is subject to restrictions as well. If we have notified you to cease certain transactions and the activity continues, we will either restrict your services or close your account (business). Personal account(s) not ceasing requested activity will have limited member services and are subject to being reduced to Primary Savings only (we will never take away your “Fundamental Rights”; refer to “Member in Good Standing”). Unless expelled from membership, members have a right to maintain a Primary Savings account and vote in annual and special meetings. By opening an account with RBFCU, you have agreed to these terms. We will suspend your rights to services if you violate the terms of this agreement. You understand and agree that, unless required by law, we are not obligated to provide you with advance notice of our restriction of your account(s) or services. We may provide reasonable notice depending on the circumstances. As an account holder, you are encouraged to review any communications we provide to you regarding your accounts or services. Under certain circumstances, services may be reinstated if any loss caused to RBFCU is subsequently cured or if we, in our sole discretion, determine the conditions which led to the restrictions are no longer warranted.

29. **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

30. **Marijuana/Cannabis Related Businesses.** We do not accept, service or process transactions, personal or business, for marijuana/cannabis/hemp related activity. If transactions are detected during account monitoring, the account will be restricted or closed depending on the circumstances.

31. **Medallion Signature Guarantee.** Medallion Signature Guarantee services are available to members at any RBFCU location. RBFCU has the right to refuse a Medallion Signature Guarantee at our discretion.

32. **Monitoring of Transaction.** RBFCU monitors all members and transactions. If prohibited activity, suspicious activity and/or unsatisfactory account handling is detected, the Credit Union will review the account and take action either by limiting services or closing the account. Additionally, we reserve the right to contact you about your account activity. We will use the methods listed under “Account Security; Consent to Contact.” Verifying your transactional activity is for security purposes for you as a member as well as the Credit Union. If you refuse to answer the questions needed to validate your account activity or the transaction(s) in question, we reserve the right to restrict your account or close your account depending on the circumstances (for review of restrictions and limitations, please refer to Limitation of Services).

33. **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 staff cannot act as witnesses. RBFCU has the right to refuse a Notary request at our discretion.

34. **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 IKEA-RBFCU Parkway
Live Oak, TX 78233

Correspondence sent to any other addresses may be delayed.

35. **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.

36. **Power of Attorney.** We may refuse to accept a power of attorney if we act in accordance with applicable law. If we accept a power of attorney, we may continue to recognize the authority of your attorney-in-fact until we receive actual notice of revocation or termination. 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 when permitted by applicable law. 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.

37. **Reportable Dividends.** Dividends are reported to the IRS for the year they are posted.
38. **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.

39. **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. **For example, our statutory lien allows us to apply funds in any or all of your Accounts to pay your delinquent loan with us.** You agree we also retain the common law right of offset. Please see the Contractual Liens & Pledge of Shares; Cross-Collateralization paragraph for additional information on those separate rights that you have granted to us.

40. **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.

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

42. **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.

43. **Virtual Currency**. We do not accept any type of virtual currency transactions, personal or business.

44. **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. **Online Banking User Agreement**
7. **Online Banking Privacy Policy**
8. **OFIows Online Account Opening Patriot Act and Credit Report Agreement**
9. **OFIows 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 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. We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay for an overdraft, your transaction will be declined.

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 eachCourtesy Pay transaction, there is a fee charged 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 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.

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

What is Courtesy Pay on Debit Transactions? Courtesy Pay for Debit Card Transactions means RBFCU pays a transaction even if you do not have funds available. Items will be approved up to your personal Courtesy Pay limit. A 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 Online Banking 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 who selected a Personal Identification Number ("PIN") 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. The words "we," "us," "our," and "Credit Union" mean Randolph-Brooks Federal Credit Union. You agree that any use of the Card or 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 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 the amount of the withdraw or transfer exceeds the Available Balance 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 practices or overdraft protection plans with us, you agree that your use of the Card shall be subject to the "Overdraft and Overdraft Protection" section of the Agreement, as well as the "What You Need to Know About Overdraft Protection" section in the Disclosures and Schedules. See those sections for additional details.

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 PIN by (i) you, (ii) any other applicant, (iii) any Party to any of your Accounts that may be accessed by the Card, (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 that the Card shall at all times remain our property and to surrender your Card to us upon demand. You agree 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. These preauthorization holds affect (reduce) the availability of funds in your account, including without limitation, to pay for checks drawn on your account, debits and Freedom Debit Card purchases, ACH transactions, ATM withdrawals, fees, and any other withdrawal or payment transactions on your account. You cannot access funds that are subject to a preauthorization hold—they are not available funds. Preauthorization holds may remain on your account for up to three days after the transaction, even after the transaction has been posted to your account. Alternatively, the pending transaction may be posted to your account after the preauthorization hold has been released. You must ensure that, at all times, sufficient funds are available (including to cover any preauthorization holds placed on the account) and remain in your account to pay for your Freedom Debit Card transactions. An authorization is not an indication or a guarantee that a purchase will not result in additional fees being charged to or debited from your account when the transaction is posted to your account. For example, if a preauthorization occurs, and subsequent transactions are posted to your account before the pending transaction (that was the subject of the preauthorization) is posted, causing the account’s Available Balance to fall below $0, a fee will be assessed when the pending transaction does post to the Account (and fees may also be assessed for the additional intervening transaction(s) to the extent they resulted in a negative Available Balance at the time they posted to the account). 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.

**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.
     - Make a loan payment.
     - Pay for purchases at places that have agreed to accept the Card.
   
   *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 consumer debit card 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.

   **RBFCU Online Banking, Bill Pay Service, RBFCU Mobile and eDeposit**
   - Account Access - You may use your Online Banking Account to:
     - Transfer funds between Credit Union Accounts.
     - Obtain your recent Account history and balance information for any account you are an owner.
• Make payments on loans from your Checking, Savings and Money Market Accounts.
• Make bill payments to approved merchants and other approved parties from your Checking Account.
• Make deposits to your account, if qualified, via eDeposit.

Your contractual arrangement for Online Banking, Bill Pay 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 Online Banking 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.
   (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 contact us via the telephone number listed in this disclosure or via our online channels.

7. **Preauthorized Payments.**
   (a) **Right to Stop Payment of Preauthorized Transfers and Procedure for Doing So.** RBFCU cannot cancel an agreement you have with a third party or revoke the authorization that you have provided a third party for recurring automatic transfers from your account(s). 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/cancellation 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.
      Contact us via the telephone number listed in this disclosure or via our online channels 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 payment request(s) on one-time Electronic Funds Transfers (EFT) will remain in effect until the earlier of: a) The return of the specified EFT transaction; b) a request to withdrawal/revoke/cancel the stop payment order by you or another authorized account holder.
      Stop payment request(s) on a recurring EFT will remain in effect until the earlier of: a) the return of all such entries relating to a specific authorization involving the specified payee or indefinitely, b) a request to withdrawal/revoke/cancel the stop payment order by you or another authorized account holder.
   (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. 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 or other means, notify us promptly. Failure to notify us within 60 days of RBFCU's transmittal of the statement will result in full liability for subsequent transfers.

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 terminal or system where you are making the transfer does not have enough cash.
- 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 on Your Consumer Account. Contact us via the telephone number listed in this disclosure or via our online channels 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 30 days of 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 conduct an international transaction with your Freedom Debit Card, MasterCard Worldwide will convert the charge into a U.S. dollar amount. MasterCard Worldwide will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the currency conversion rate used by MasterCard Worldwide 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 Worldwide 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 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 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 and agree to indemnify and hold harmless the Credit Union and MasterCard Worldwide, 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. Observe basic safety precautions. Prepare for any ATM transactions prior to approaching the ATM. 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. Do not lend your Card to anyone, and do not leave your Card or any other documents at the ATM. 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, keep a lookout for any suspicious activity near the facility and assure yourself that the facility and all approaches to the facility are well lighted 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. In some instances, the Credit Union may update card information to any participating third party or bill payment service provider 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 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, travelers, 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 www.rbfcu.org 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.

For blended tier rate accounts (RBFCU Choice Money Market) each tier of your total balance adds up to a blended Annual Percentage Yield (APY).

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 certificate principal are allowable at maturity or during the 10-day grace period. 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:

<table>
<thead>
<tr>
<th>Period</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 to 11 months</td>
<td>30</td>
</tr>
<tr>
<td>12 to 23 months</td>
<td>60</td>
</tr>
<tr>
<td>24 to 35 months</td>
<td>120</td>
</tr>
<tr>
<td>36 to 47 months</td>
<td>180</td>
</tr>
<tr>
<td>48 to 59 months</td>
<td>240</td>
</tr>
<tr>
<td>60 to 71 months</td>
<td>300</td>
</tr>
<tr>
<td>72 to 83 months</td>
<td>360</td>
</tr>
<tr>
<td>84 months</td>
<td>420</td>
</tr>
</tbody>
</table>

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. Following the Certificate’s maturity, you will have a 10 calendar day grace period to add or withdraw funds or to change the term of 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 on our website (www.rbfcu.org) are accurate as of today’s date or call the Member Service Center toll-free at 1-800-580-3300.

<table>
<thead>
<tr>
<th>Account Dividend Rate¹</th>
<th>Dividend Rate Annual Percentage Yield (APY)¹</th>
<th>Minimum Balance Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Savings Account</td>
<td>0.00%</td>
<td>$1 to open²</td>
</tr>
<tr>
<td>Checking Account</td>
<td>0.00%</td>
<td>None</td>
</tr>
<tr>
<td>RBFCU Classic Money Market Account</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>$2,500 to $24,999.99</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$25,000 to $74,999.99</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$75,000 to $149,999.99</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$150,000 and greater</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RBFCU Choice Money Market Account</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>$2,500 to $10,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$10,000.01 to $25,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$25,000.01 and greater</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IRA Savings</td>
<td>0.00%</td>
<td>$1 to open and earn the APY Tiered-rate account⁴</td>
</tr>
<tr>
<td>$5 to $24,999.99</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$25,000 to $74,999.99</td>
<td></td>
<td></td>
</tr>
<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>$150,000 and greater</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certificates and IRA Certificates</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>(Including Traditional and Roth IRA Certificates)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 to 11 months</td>
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<td></td>
</tr>
<tr>
<td>$1,000 to $4,999.99</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>$5,000 to $19,999.99</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>$20,000 to $74,999.99</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>$75,000 and greater</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>12 to 23 months</td>
<td></td>
<td></td>
</tr>
<tr>
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<td>0.00%</td>
<td></td>
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<tr>
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<tr>
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<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>$75,000 and greater</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>24 to 35 months</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$1,000 to $4,999.99</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>$5,000 to $19,999.99</td>
<td>0.00%</td>
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<tr>
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<tr>
<td>$75,000 and greater</td>
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<td></td>
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<td></td>
</tr>
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<td>$5,000 to $19,999.99</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>$20,000 to $74,999.99</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>$75,000 and greater</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>48 to 59 months</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$1,000 to $4,999.99</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>$5,000 to $19,999.99</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>$20,000 to $74,999.99</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>$75,000 and greater</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>60 to 71 months</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$1,000 to $4,999.99</td>
<td>0.00%</td>
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<td></td>
</tr>
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<td></td>
</tr>
<tr>
<td>$75,000 and greater</td>
<td>0.00%</td>
<td></td>
</tr>
</tbody>
</table>

¹For 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 Disclosure for more information.
²Minimum balance required to open the Account. You must maintain the minimum opening balance at all times to keep the Account open, maintain your RBFCU membership and receive Credit Union services.
³Minimum balance required to open the Account. 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.
⁴Each tier of your total RBFCU Choice Money Market balance adds up to a blended Annual Percentage Yield (APY)
⁵RBFCU Choice Money Market accounts are limited to one per member as the primary owner. A member may be joint on multiple RBFCU Choice Money Market accounts.
⁶RBFCU Choice Money Market account requires a minimum balance of $2,500. Earn the first tier on the entire balance up to $10,000 when the minimum balance is maintained.
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 ............................................ **FREE**
- RBFCU Choice Money Market .................. **FREE**
- ($2,500 minimum daily balance)
- RBFCU Choice Money Market .................. **FREE**
- ($2,500 minimum daily balance)

**Checking Accounts**

- Really Free Checking .................................... **FREE**
- Bill Pay Service .......................................... **FREE**
- Standard Checks ........................................... **FREE**

**General Services**

- Account Reconciliation Research ............. $15 per hour
- Calls to our Member Service Center .......... **FREE**
- Cashier’s Check ......................................... $3 each
- Coin Machine Usage ................................... 5% of value
- 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 .................................................... Varies²
- Courtesy Pay ............................................. $24 per item³
- Electronic Statement ..................................... **FREE**
- Fax Fee ...................................................... $2.50 per item⁴
- ID Protect Plus ............................................ $4.95 per month⁵
- Inactive Account ......................................... $5 per month⁶
- Insufficient Funds Fee - UCF .................. $24 per item
- Insufficient Funds Fee - LCF .................. $24 per item
- Levy or Garnishment .................................... $50 per notice
- Medallion Signature Guarantee ................. $25
- Money Orders ............................................. $1 each
- Online Banking Account Access .............. **FREE**
- Notary Service ......................................... **FREE**
- Non-member Check Cashing Fee .......... $5 per item
- Non-member Coin Machine Usage .......... 8% of value
- Overdraft Protection
  - (auto transfer from savings or LOC) ........ **FREE**
  - Reg D Excessive Transfer Fee ........ $12 per item⁷
  - Returned Deposit ................................. $24 per item
  - Stop Payment ......................................... $24 each
- Wire Transfer
  - Incoming ................................................. **FREE**
  - Outgoing (Domestic) ......................... **FREE**
  - Outgoing (International) ............... $50

**ATMs & Freedom Debit Cards**

- Signature-based Transactions .................... **FREE**
- Withdrawals/Inquiries/Transfers
  - at ATMs owned or affiliated with RBFCU® .......... **FREE**
- Co-Op ATM Transactions ...................... **FREE**
- Non-RBFCU ATM Transactions (members) ....... $1 each
- ATM Surcharge (non-member) ............... $3 each

**Safe Deposit Boxes (annual cost)**

- 2x5 (Live Oak Branch) ......................... $20
- 3x5 ............................................................. $25
- 3x10 ........................................................... $35
- 5x10 ........................................................... $55
- 10x10 .......................................................... $85
- 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.

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

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

3 The Courtesy Pay fee is assessed for transactions that we choose to pay when no other form of overdraft protection is available. Courtesy Pay is automatically added to each account to cover checks and ACH transactions. Due to regulatory requirements, a member must “Opt In” to receive the services of Courtesy Pay on debit card transactions. We pay all checks and debits on your checking account in order of arrival sequence throughout the day.

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

5 Identity Fraud Protection

Accounts are “inactive” when there is no activity or contact initiated by you for 12 consecutive months.

6 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.

7 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 1-800-560-3300
https://www.rbfcu.org/
National Credit Union Share Insurance Fund (NCUSIF)

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

Examples:

<table>
<thead>
<tr>
<th>Family of Two</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Individual Accounts</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Husband</td>
<td>Individual</td>
<td>$250,000</td>
</tr>
<tr>
<td>Wife</td>
<td>Individual</td>
<td>$250,000</td>
</tr>
<tr>
<td><strong>Joint Accounts</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Husband/Wife</td>
<td>Joint</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

| **Testamentary/Revocable Trusts/Payable On Death** |         |         |
| Husband     | POD/Wife | $250,000 |
| Wife        | POD/Husband | $250,000 |

| **IRA Accounts** |         |         |
| Husband       |          | $250,000 |
| Wife          |          | $250,000 |
| **Total**     |          | $2,000,000 |

<table>
<thead>
<tr>
<th>Family of Four</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Individual Accounts</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Husband</td>
<td>Individual</td>
<td>$250,000</td>
</tr>
<tr>
<td>Wife</td>
<td>Individual</td>
<td>$250,000</td>
</tr>
<tr>
<td>Child #1</td>
<td>Individual</td>
<td>$250,000</td>
</tr>
<tr>
<td>Child #2</td>
<td>Individual</td>
<td>$250,000</td>
</tr>
<tr>
<td><strong>Joint Accounts</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Husband/Wife</td>
<td>Joint</td>
<td>$500,000</td>
</tr>
<tr>
<td>Child #1/Child #2</td>
<td>Joint</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

| **Testamentary/Revocable Trusts/Payable On Death** |         |         |
| 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 |

| **IRA Accounts** |         |         |
| Husband       |          | $250,000 |
| Wife          |          | $250,000 |
| **Total**     |          | $4,000,000 |
Member in Good Standing Policy

Purpose: This Member in Good Standing Policy ("Policy") outlines your responsibilities as a member of Randolph-Brooks Federal Credit Union ("RBFCU") and our rights to restrict accounts, products or services when you fail to meet your responsibilities. Specific agreements and disclosures also govern your membership, accounts, loans and services and are not amended or limited by this Policy. We encourage you to refer to the specific agreements and disclosures for additional details. We will provide copies of those agreements and disclosures upon your request.

Member Responsibilities: As a member-owned cooperative, all members of RBFCU have obligations to RBFCU and to other members. In addition to complying with the requirements of any agreements, you are also responsible for fulfilling all promises you have made to RBFCU. Additionally, you have an obligation to notify RBFCU if your contact information changes or if there are other changes that impact your account(s), loan(s), products, services or membership ("accounts or services"). You are responsible for promptly reporting any loss or theft of a card, PIN, or password, as well as any unauthorized transactions or other suspicious or fraudulent activity on any of your accounts. It is your obligation to carefully and promptly review each periodic statement to verify that each transaction is authorized and accurate. You have a duty to cooperate with RBFCU and any law enforcement or government agent or agency with regard to any claim of fraud, forgery, unauthorized access or any other adverse claim.

Fundamental Rights: As a member, you have two fundamental rights: (1) to maintain a share account and earn dividends on those shares; and (2) to vote in annual and special meetings.

Bylaws: If your membership account balance falls below the required par value ($1.00) for membership, your membership may be terminated in accordance with RBFCU’s Bylaws. Under the Bylaws, you must restore your account balance to the required par value within one (1) month or you will cease to be a member of RBFCU. The Bylaws also outline the process, including a vote of the members, by which you could be expelled from membership. If you cease to be a member or are expelled, you will remain liable for the amount of any outstanding obligation(s).

Restrictions of Accounts or Services: As a general policy, accounts and services are available to members in good standing. However, RBFCU retains the ability to restrict accounts or services when it determines, in its sole discretion, the restriction is necessary or appropriate to protect itself, its interests, other members, or its employees. For example, the following actions could lead to a restriction of accounts or services:

- Delinquency or default on a loan or other obligation to RBFCU;
- Excessive overdrafts, returned unpaid items, or returned payments or deposits;
- Causing a loss to RBFCU, regardless of whether through a loan, account, product or service;
- Abusive conduct* toward RBFCU employees, officials, third-party agents or other members;
- Attempts to conduct illegal or fraudulent transaction or attempts to circumvent RBFCU policies or procedures;
- Your negligence in protecting your checks, cards, PIN, password, passcode, or other account authorization information; or
- Other actions or inactions that RBFCU deems suspicious or inappropriate and for which a restriction is appropriate to prevent actual harm or loss to RBFCU and its members.

*Abusive conduct includes, but is not limited to, the following behaviors: any type of harassment; use of profane, demeaning, intimidating or threatening language; actual or implied threats of bodily harm or property damage; vandalism or unauthorized removal of RBFCU property or signage; or actual or attempted coercion or interference with RBFCU employees or officials in the performance of their duties at any time.

Possible Account or Service Restrictions: RBFCU reserves the right to restrict accounts or services, including but not limited to, the following ways:

- Denying your ability to access RBFCU premises or utilize RBFCU property;
- Restrict or prevent services which involve direct contact with RBFCU employees, either in person, via telephone, or through electronic means;
- Restricting or preventing your use of optional services, including but not limited to: Courtesy Pay; Skip-a-Pay; eDeposit; cashback or other programs;
- Restricting or preventing your use of Online Banking or other online or mobile banking systems;
- Freezing your account, limiting account access or closing your account;
- Restricting your ability to use your ATM, debit card or other access device;
- Reducing your credit limit or closing a line of credit (including credit cards);
- Restricting your ability to cash checks drawn on another RBFCU member’s account or requiring such checks be deposited into your account;
- Preventing you from being a joint owner on another member’s accounts or acting as an agent for another member; or
- Otherwise restrict accounts or services, except we will never restrict your Fundamental Rights.

Notice of Restriction: Unless required by law, we are not obligated to provide you advance notice of our restriction of your accounts or services. We may provide reasonable notice depending on the circumstances and we encourage you to closely review the communications we provide to you regarding your accounts or services.

Reporting Information to Credit Reporting Agencies: RBFCU may report information about your account(s) or loan(s) to credit reporting agencies. Late payments, missed payments, returned payments, overdrafts, defaults, or other negative information on your account(s) or loan(s) may be reported. You have the right to dispute the information that we have provided to credit reporting agencies if you believe it is inaccurate or incomplete.

Statutory Lien: We have a statutory lien, granted by the Federal Credit Union Act, which is a right in or claim to your shares and dividends equal to the amount of your outstanding financial obligation to RBFCU. When you established membership, you agreed to our statutory lien and we provided you notice of our rights in our Membership Agreement and our loan disclosures. We may enforce
our statutory lien by debiting funds in any or all of your accounts and applying those funds to your financial obligations when you are in default. We may enforce our rights without further notice to you.

Pledge of Shares and Right of Offset: In addition to our statutory lien, you gave us a contractual pledge of shares when you established membership and you confirmed that pledge when you obtained your loans or opened new accounts. Your pledge of shares gives RBFCU a security interest in all present and future shares and deposits in any accounts at RBFCU in which you have an interest. Your pledge of shares secures all obligations to RBFCU including any loan, fees, costs, expenses or negative account balance. Your pledge of shares authorizes RBFCU to take money from any non-exempt account and apply it to what you owe if you are in default. For example, if you have a delinquent loan or a negative account balance, you agreed we may use funds in your account(s) to pay any or all of the unpaid or negative balance.

Cross-Collateralization Provisions: When you obtained a loan, you may have pledged collateral to secure the loan. For example, if you obtained an auto loan you pledged the vehicle as collateral for the loan. To protect RBFCU and other members, you granted a security interest to RBFCU for repayment of your loan and to secure repayment of all amounts you owed RBFCU at that time or in the future. This cross-collateralization means the collateral securing your loan may serve as collateral for additional loans with RBFCU. Additionally, RBFCU may hold the collateral from another loan until all obligations are paid off. For example, RBFCU may hold the title to your vehicle as collateral for another loan even if your auto loan has been paid in full. Generally, obligations secured by your primary residence are not subject to our cross-collateral rights.

No Modification of Amendment: This Policy does not modify, amend or otherwise limit any of your responsibilities or RBFCU’s rights under any agreement, disclosure or policy. Rather, this Policy is intended to further inform you about your responsibilities and rights as well as RBFCU’s ability to restrict accounts or services if you are not meeting your responsibilities or fail to act as a member in good standing of RBFCU.
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.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information</th>
<th>Does RBFCU share?</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>For our everyday business purposes —</strong> &lt;br&gt; such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>For our marketing purposes —</strong> &lt;br&gt; to offer our products and services to you</td>
<td>Yes</td>
<td>Yes*</td>
</tr>
<tr>
<td><strong>For joint marketing with other financial companies</strong></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>For our affiliates’ everyday business purposes —</strong> &lt;br&gt; information about your transactions and experiences</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>For our affiliates’ everyday business purposes —</strong> &lt;br&gt; information about your creditworthiness</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>For our affiliates to market to you</strong></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>For nonaffiliates to market to you</strong></td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**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; RBFCU Services LLC; Kuper Realty Holding Company, LLC dba Kuper Sotheby’s International Realty; Preserve Title Company LLC; RBFCU Appraisal LLC; RBFCU Assets LLC; RBFCU Insurance Agency LLC; RBFCU Investments Group LLC; RB Mortgage LLC; and RBFCU Realty 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 only affect your sharing, not your joint owners.

### Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Affiliates include: RBFCU, RBFCU Services LLC; Kuper Realty Holding Company, LLC dba Kuper Sotheby’s International Realty; Preserve Title Company LLC; RBFCU Appraisal LLC; RBFCU Assets LLC; RBFCU Insurance Agency LLC; RBFCU Investments Group LLC; RB Mortgage LLC; and RBFCU Realty 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