Membership Agreement & Disclosures

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Acronyms and Definitions

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

ACRONYMS

ATM – Automated Teller Machine

BSA – Bank Secrecy Act

IOLTA – Interest on Lawyer Trust Accounts

IRA – Individual Retirement Account

PIN – Personal Identification Number

POD – Payable on Death

RCC – Remotely Created Checks

TUTMA – Texas Uniform Transfers to Minors Act

UCF – Uncollected Funds

DEFINITIONS

Account Research - A service we provide when we search for any account items for you on the available history and records of the account.

Account - Including but not limited to your Primary Savings, Checking, Savings, Money Market, Share Certificate, or other deposit "Account(s)" or "account(s)" you have with RBFCU unless otherwise specified.

Account Statement - The monthly and/or quarterly account statement delivered to the member via their selected delivery method.

Affiliate - Any company that we have control over, such as certain credit union service organizations.

Automated Clearing House (ACH) - A network that financial institutions use to exchange electronic deposit and withdrawal entries for their members' accounts.

Available Balance - Our most current record of the amount of money in your Account that is available for use or withdrawal. This means your current balance minus any preauthorized holds, deposit holds or other transactions you have authorized but have not been paid.

Bill Pay - A bill payment service provided by RBFCU.

Business Account/Non-Personal Account - An account that is opened and maintained for non-personal use such as for a business or organization. The Business Account is owned by a legal entity and is classified as the Tax Reporting Owner.

Business Day - Every day is a Business Day, except Saturdays, Sundays and Federal Holidays.

Card - A reference to the RBFCU Freedom Debit Card.

Check conversion - Financial institutions are allowed 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.

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.

Current Balance - The amount of money in your Checking Account that reflects transactions that have actually been paid from your Account, not necessarily the amount available for transactions. The Current Balance is not reduced by any preauthorized holds, deposit holds, or other transactions you have authorized that have not yet been paid from your Account and may be different from your Available Balance.

Debit Transaction - Any item presented for payment against your Account, including merchants that present items previously returned unpaid.

Deposited Item - An item collected for you or accepted by us to deposit to your account.

Dormant account - An inactive account that has two years without member initiated transaction activity.

Fee Schedule - A reference to the addendum Truth in Savings Fee Schedule within this agreement.

Frequently Asked Questions (FAQs) - A list of questions and answers relating to a particular subject or topic.

Inactive account - An account is considered inactive in any of the following circumstances: (i) an account has one year without member initiated transaction activity, (ii) is a Single-Party deceased account, or (iii) has returned correspondence due to incorrect address information.

Item or transaction - 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.

Money Service Business (MSB) - Any person doing business, whether or not on a regular basis or as an organized business concern, in one or more of the following capacities: (i) currency dealer or exchanger, (ii) check casher, (iii) issuer, seller or redeemer of traveler's checks, money orders, or prepaid cards, or (iv) a money transmitter. Also included are crypto ATMs, exchanges, mining, selling, trading of virtual currency. RBFCU has elected not to provide services to MSBs.

Non-Bank Financial Institution (NBFI) - Institutions, 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.

Non-sufficient Funds Fee (NSF) - RBFCU calls this an Insufficient Funds Fee. We charge this fee for each item that is presented for payment and returned unpaid due to insufficient funds to cover the item.

Notification - Any contact made to you by us in regard 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.

Overdraft - The result of an item paying on your account and creating a negative balance.

Personal Account/Consumer Account - An account opened and maintained for personal use, which the Tax Reporting Owner is a person.

Preauthorized Electronic Fund Transfer (EFT) - An electronic transfer authorized in advance to recur at regular intervals (weekly, monthly, etc.)

Processing Day - Processing days include Sunday through Saturday, to include holidays, allowing the Credit Union to process internal transactions and payments daily.

Re-presented Item - An item which is presented for payment after being previously returned unpaid.

Service - Any service provided by us to you including but not limited to Account Research and Account Reconciliation.

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 “member,” "you," "your," “yours,” "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," “ours,” “RBFCU,” and "Credit Union" mean Randolph-Brooks Federal Credit Union.

In this Agreement, and in your Truth in Savings Account Disclosure and Fee Schedule, 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, 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 Disclosure and Fee Schedule 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 Fee Schedule, the Disclosure and Fee Schedule will control. The Truth in Savings Account Disclosure and Fee Schedule 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.

ACCEPTABLE IDENTIFICATION

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. **In certain circumstances, RBFCU reserves the right to require multiple forms of identification. RBFCU maintains the right to refuse the transaction/request based on the information and/or documentation provided. Additionally, if a person or entity refuses to adhere to our Identification Policy, <u>we will deny</u> the transaction and/or request.**

- 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)

TRUTH IN SAVINGS DISCLOSURE

Truth in Savings Disclosure 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 Disclosure and Fee Schedule 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 (POD) designation, ownership of the Account passes as part of your estate under your Will or by the law governing the estate of a person who dies without a valid Will.

2. **Multiple-Party Accounts.** 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 with the exception of the Primary Savings Account. 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. The interest of the surviving Owner(s) 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 Owner(s) consented to the security interest.

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 Owner(s) 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 Owner(s) consented to the security interest.

3. **Payable on Death (POD) Accounts**. A POD Account is a Personal Account with a POD designation payable to one or more POD payees named on the Account and payable on request upon the death of all Account Owners. POD payees may be listed in the Account Application or notated on the Account within our system. You may change, add or remove a POD payee(s) at any time, without notice to any other Account Owner, by providing us with the following required information for each POD payee: their legal name, address, date of birth and social security number. You understand that POD payees are explicit to each Personal Account. You agree that the persons named as POD payees, whether one or more, are designated as POD payees. Upon the death of the last surviving Account Owner, funds remaining after any/all Credit Union obligations have been satisfied shall be owned by the POD payees surviving without rights of survivorship and funds distributed equally. 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 POD designation shall be effective only with respect to a Single-Party or a Multiple-Party Account (Personal Account). We make no representation concerning the legal consequences or effect of any POD designation, and you understand that you should consult with your attorney if you have any question regarding the validity or effectiveness of any such POD designation for any purpose. All POD payouts are subject to Texas Estates Code section 123.151. At the time of payout, we will honor the most current POD Payee designation accepted by us that meets our POD payee requirements. POD Accounts are not part of the Account Owner(s) estate.

4. **Convenience Account**. If an Account is established by one or more Parties in the names of the Parties as a Convenience Account, all sums on deposit in the Account are paid or delivered to the Parties establishing the Account or to any other Party to the Account (such other Party hereinafter referred to as a "convenience signer") for the convenience of the Parties opening the Account. The making of a deposit in a Convenience Account does not affect title to the deposit. **A Party establishing a Convenience Account is not considered to have made a gift of the deposit or of any additions or accruals to the deposit to the convenience signer**. On the death of the last surviving Party, a convenience signer shall have no right of survivorship in the Account and ownership of the

Account remains in the estate of the last surviving Party. If an addition is made to the Account by anyone other than a Party establishing the Account, the addition and accruals to the addition are considered to have been made by a Party. All deposits to a Convenience Account and additions and accruals to the deposits may be paid to a Party establishing the Account or to a convenience signer. The Credit Union is completely released from liability for a payment made from the Account to a convenience signer before it receives notice in writing signed by a Party not to make payment in accordance with the terms of the Account. After receipt of the notice from a Party, the Credit Union may require a Party to approve any further payments from the Account. If the Credit Union makes payment of sums on deposit in a Convenience Account to a convenience signer after the death of the last surviving Party establishing the Account, and before the Credit Union has received written notice of the last surviving Party's death, the Credit Union is completely released from liability for the payment. If the Credit Union makes payment to the personal representative of the deceased last surviving Party's estate after the death of the last surviving party and before service on the Credit Union of a court order prohibiting payment, the Credit Union is released to the extent of the payment from liability to any person claiming a right to the funds. The receipt by the representative to whom payment is made is a complete release and discharge of the Credit Union.

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

6. **IOLTA Checking Accounts.** IOLTA (Interest on Lawyers Trust Accounts) 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 or acting as custodian has been duly designated, (ii) determine if an act of the custodian is in accordance with or authorized by the Texas Uniform Transfers to Minors Act, (iii) question the validity or propriety of any instrument or any instructions executed or given by a person acting as a donor or custodian or (iv) oversee the application by a custodian of money or other property paid or delivered to the custodian.

8. **Accounts for Minors (Youth). A minor account, also known as a Youth account, allows the primary owner of the account to be under the age of 18.** A PSAV (Primary Savings Account) is required for all RBFCU members, to include minors. At our discretion, we may accept deposits in the name of a minor. We require that a minor Account have an eligible joint owner at least 18 years of age who will be jointly and severally liable for any amounts owing to us out of the Account, included but not limited to an Insufficient Funds Fee incurred on the Account. We may make payments or deliver other rights solely to the minor without regard to the minor's age, and you acknowledge and agree that we are discharged from liability to the extent of any such payment or delivery. We may inquire of the use or purpose of any transaction requested by the minor or any joint owner. You are prohibited from pledging a minor Account as collateral for a loan or for any other purpose. We may allow the minor transactional freedom in some cases with appropriate identification. 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 Foreign Persons.** At our option, we may accept deposits in the name of a foreign person. A foreign person includes a nonresident alien individual and any other person that is not a citizen or resident of the United States. The account may be established as a Multiple-Party Account, but if at least one of the Account Owners is a citizen or resident of the United States, the primary owner may not be a foreign person.

10. **Accounts for Guardianships and Estates**. At our option we may accept deposits in the name of (i) a ward on whose behalf a Guardianship has been established under applicable law, or (ii) the estate of a deceased member being administered under applicable law. Any guardian or estate representative (whether executor, administrator or otherwise) authorized to sign on any such Account shall be subject to the terms and conditions set forth in this Agreement and any other agreement governing any such Account. You agree that we will have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations otherwise set forth in this Agreement or other applicable agreement, and you agree that we will not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds by the guardian or estate representative. If we are presented with Letters of Guardianship, Letters Testamentary, or Letters of Administration valid on their face, you agree that we will have no further duty to (i) determine if the person appointed guardian or estate representative has qualified or continues to be qualified as guardian or as estate representative, (ii) determine if an act of the guardian or estate representative is in accordance with or authorized by the Texas 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.

11. **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.

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

13. **Business and Organizational Accounts**. RBFCU offers Business and Organizational Accounts. Business and Organizational accounts are subject to the terms and conditions in both this agreement (M161AA) and an additional agreement (M161BB) for business and organizational accounts.

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). This includes crypto ATMs, exchanges, mining, selling or trading virtual currency transactions.

b) **Non-Bank Financial Institution Accounts**. We do not accept Non-Bank Financial Institutions (NBFI) offering financial services. Examples of NBFIs 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 / Crypto based ATMs. Servicing refers to the following: (i) replenishments (ii) ACH transactions directly related to servicing an ATM or Crypto based ATM.

e) **Third Party Payment Processors**. We do not accept business accounts serving as a Third-Party Payment Processor (TPPP), including as a Third Party Sender (TPS). 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."

   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).

f) **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.

g) **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, including 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. **Checks and debits are presented against your checking account by posting transactions according to a processing schedule. To avoid fees, you should ensure that your Account contains sufficient available funds at all times to pay each of your transactions**. 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. **Signatures.** You authorize us to recognize any of the following: verbal confirmations, electronic acknowledgements and/or signatures set forth on the Application in the payment of funds or the transaction of any business for your Accounts. You authorize us to pay a check presented for payment even though the signature or signatures thereon do not correspond exactly with the signatures on the Application. We are not obligated to honor a check unless the signature or signatures do correspond exactly with the signatures on the Application. We may recognize facsimile signatures, signatures imprinted by mechanical devices, or any other methods of authentication, including orders to pay that are received electronically or telephonically. You agree that we may act upon and rely upon documentation, correspondence, or other instructions with respect to your Accounts that we receive by way of electronic or facsimile transmission, including Account agreements, requests to modify Accounts, loan agreements, and any other order with respect to your Accounts, and you agree to such verification procedures as we may implement from time to time. **You agree that we may maintain copies of Account records, including copies maintained electronically, in lieu of any originals and that any such copies will be considered original records for any purpose, including admissibility in evidence as original records before any court or administrative agency**.

3. **Available Balance.** The Available Balance in your Account is considered when authorizing or paying a transaction and assessing a Courtesy Pay or Insufficient Funds Fee. Your Account's Available Balance may not reflect all your outstanding checks, automatic bill payments that you have authorized, debit card transactions that are pending or other outstanding transactions that have not been paid

from your Account. In addition, debit card transactions that are pending or on hold may not reflect the full amount of the authorized transaction. Your Account's Available Balance also includes adjustments for factors such as preauthorization holds in connection with the use of your Freedom Debit Card, deposited funds in your Account, other types of Account holds, and additional transactions you have authorized but may not be reflected in the Available Balance or have not cleared your Account, for which you are still responsible. We may reduce your Available Balance by the amount of any: (1) hold we put on your Account; (2) lien or security interest in your Account; (3) right of offset we exercise against all or part of your Account Balance; (4) deduction we make from your Account because of a dispute, legal process, reversed deposit, fees, or other reason; or (5) item if we receive notice that the item will be presented for payment or collection against your Account (the reduction may vary somewhat from the actual amount of the item.

a. **Preauthorization Holds.** When we authorize an ATM transaction or debit card transaction, card network rules generally require us to pay the transaction if and when it is presented to us for payment. Therefore, we reduce your Available Balance immediately when we authorize the transaction and before the item is presented to us for payment. For debit card transactions, we adjust your Available Balance if (1) the transaction ultimately presented to us for payment differs from the amount we authorized (as adjusted), or (2) the transaction was not previously authorized, and we pay it. Also, we increase your Available Balance if a debit card transaction we authorized is not presented to us for payment within three (3) Business Days. We then decrease your Available Balance again if and when the transaction is later presented to us for payment, and we pay it. As more fully explained in the "Merchant Preauthorization Holds" paragraph of the "Electronic Fund Transfers Agreement and Disclosures" in the Disclosures and Schedules, when you use your Card at certain merchants that post transactions for amounts different than the initial authorization hold, (i.e. hotels, gas stations, and restaurants), the merchant may request a preauthorization hold from us to cover the final transaction amount. For example, when you use your Debit Card at a gas station, and this merchant creates an authorized temporary 3-day hold on your funds, with a predetermined estimate of a typical charge, perhaps $75; this estimate is not available for you to spend and not displayed in your Available Balance. The temporary hold on your Account is released when the final transaction amount posts or the hold expires.

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; mobile deposits; deposits of cash; wire transfers; and deposits of cashier's, certified, teller's, and federal, state, and local government checks), some or all of the deposited funds may not be immediately available to you and will not be reflected in your Available Balance. For example, when we place a 7 day Large Item Exception hold on a check you deposit to your Checking Account, the amount held is not available for you to spend (and not displayed in your Available Balance) until the 7 day hold expires.

c. **Additional Hold Types.** Holds placed on funds in your Accounts such as but not limited to holds related to pledge(s) of Account funds, minimum balance requirements and complying with court orders or legal process(es), are not available for you to spend (and not displayed in your Available Balance).

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.

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 and withdrawal transaction, (including transactions reflected and not reflected in your Available Balance). As the Account Owner(s), you are in the best position to know each of the transactions you authorize and determine the funds available for use or withdrawal. **For information on transaction clearing process, please refer to Order of Transactions within this Agreement. Refer to the additional limitations and restrictions set forth in this Agreement, including as further explained in the Truth in Savings Fee Schedule, including without limitation, "What You Need to Know about Overdrafts and Overdraft Fees;" "Electronic Fund Transfers Agreement and Disclosure"' and "Funds Availability Policy."**

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

5. **Overdrafts and Overdraft Protection**. An overdraft occurs when you do not have enough funds in your Account's Available Balance 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 verbal, written, or otherwise) or item presented for payment against the account. We are under no obligation to pay any withdrawal order or item that (i) exceeds the Available Balance in the account upon which the order was made or the item was drawn, or (ii) would exceed limitations imposed upon the account under our policies and procedures or under applicable law. Debit transaction refers to any item presented for payment against your Account, including merchants that present items previously returned unpaid. ACH transactions are posted to your Account in the order they are received, as we are able to process them. Nacha rules allow merchants to request payment for one (1) item up to three (3) times. This includes decoupled debit cards, which are issued by third party card issuers, such as stores, merchants, gas stations, or other companies. When you set up a decoupled debit card you provide the card issuer your account number and routing number to access the funds in your Account. When you pay with your decoupled debit card, the card issuer submits the transaction to us for payment as an ACH debit transaction processed through the ACH network not as a debit card transaction processed through a payment card network like the debit card we issue. Please review the terms the card issuer provided you for additional information. For the purposes of fee determination, and the terms of this Agreement, decoupled debit card transactions are ACH transactions. The order of transaction processing can affect the Available Balance in your Account used by us to determine whether you have sufficient funds to cover a debit transaction. For this reason, the order of transaction processing can affect our decision to pay or return an item unpaid and charge an associated Courtesy Pay Fee or Insufficient Funds Fee, respectively to your Account. If no standard overdraft practices or alternative overdraft protection plans exist on your Account (e.g., you have opted out of all of RBFCU's standard overdraft practices and alternative overdraft

protection plans), your Account is still subject to Insufficient Funds Fees or Insufficient Funds Fees - UCF as set forth in the Truth in Savings Fee Schedule. To avoid fees, you should ensure that your Account contains sufficient available funds at all times to pay each of your transactions. You hold us harmless from any and all liability, which might otherwise exist if we do not pay an overdraft. **For information on transaction clearing process, please refer to Order of Transactions within this Agreement. For information on standard overdraft practices and alternative overdraft protection plans, see below.**

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, or returned unpaid and fee(s) charged for transactions returned unpaid. We do not charge a fee for declined debit card transactions. 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 paid by you within 45 days. At any time, you can make, change, or revoke your choices regarding standard overdraft practices and alternative overdraft protection plans.

RBFCU offers Courtesy Pay and alternative overdraft protection plans.

a) **Standard Overdraft Practices (Courtesy Pay)** - RBFCU offers Courtesy Pay that may be available to cover an overdraft when any account you have linked under your alternative overdraft protection plan does not cover the overdraft. Courtesy Pay allows us to pay an item presented for payment against your Checking Account even if it causes the Account to be overdrawn. Courtesy Pay is offered as a courtesy to our members who qualify for this service. Courtesy Pay is subject to a dynamic limit set by RBFCU based on your account activity and relationship with us and may change daily. **Do not rely on Courtesy Pay to pay your items that overdraw your Account—we do not guarantee to pay any overdrafts. Courtesy Pay can be revoked at our sole and absolute discretion.**

   We pay overdrafts for your Checking Account for checks, ACH transactions made using your Checking Account number, automatic bill payments, and recurring debit card transactions unless you ask us to "opt-out".

   Optional Coverage: We do not authorize and pay overdrafts for ATM or everyday (one-time) debit card transactions unless you ask us to "opt-in." We only offer ATM and everyday (one-time) debit card transaction coverage if you also have Courtesy Pay for checks, ACH, automatic bill payments, and recurring debit card transactions.

   Opt-in Methods: You may "opt-in" to Optional Coverage by using one of the following methods: (i) Online Banking or RBFCU Mobile® App; (ii) in-person by visiting any RBFCU branch or; (iii) phone by calling us at 210-945-3300.

   We will charge you a Courtesy Pay Fee each time we pay an item or transaction that overdraws the Available Balance in your Account, and the fee is set forth in the current Truth in Savings Fee Schedule.

   Accounts where the minor is the tax reported owner (TRO), and fiduciary accounts (Representative Payee, Guardianship, Custodial, IOLTA and certain Trust Accounts) are not eligible for Courtesy Pay.

   Courtesy Pay is not a loan. You are not charged for having Courtesy Pay until we pay an overdraft on your Account.

   Opt-out Methods: You may "opt-out" of Courtesy Pay by using one of the following methods: (i) Online Banking or RBFCU Mobile® App; (ii) in-person by visiting any RBFCU branch or; (iii) phone by calling us at 210-945-3300.

b) **Alternative Overdraft Protection Plans** - RBFCU offers alternative overdraft protection plans from eligible draw accounts, and there is no limit to the number of draw accounts you can set up. We will transfer available funds automatically from an RBFCU Saving(s), RBFCU Primary Savings, and/or an RBFCU Line of Credit, if you apply and qualify for such account(s). If you have established alternative overdraft protection plans, we will always attempt to pay any overdraft by using your alternative overdraft options first and in the account order you provide us before paying your overdraft, utilizing Courtesy Pay, our standard overdraft practice described above. If you have an alternative overdraft protection plan, we first will attempt to transfer available funds from the eligible Savings Account to your Checking Account or make an advance of available funds under the eligible RBFCU Line of Credit Agreement to your Checking Account, to remedy some or all of the overdraft prior to using Courtesy Pay. We will transfer in $100 increments or up to the available balance of a linked account and/or RBFCU Line of Credit limit. There are no fees to transfer or advance funds from your linked accounts to cover an overdraft. Upon an advance from your RBFCU Line of Credit, an interest charge will begin to accrue, as referenced in your RBFCU Line of Credit Disclosure and Line of Credit Agreement and Billing Rights Notice. A Money Market Account is not eligible as a draw account.

   How To Select Alternative Overdraft Protection Plan Methods: You may select Savings, and/or Line of Credit as an alternative overdraft protection plan by using one of the following methods: (i) Online Banking or RBFCU Mobile® App; (ii) in-person by visiting any RBFCU branch or; (iii) phone by calling us at 210-945-3300. You may also change your selections at any time by using the same methods listed above.

The fact that we may honor withdrawal requests that overdraw your Account does not obligate us to do so later. You cannot rely on us to pay overdrafts on your Account regardless of how frequently or under what circumstances we have paid overdrafts on your Account in the past. We can change our practice of paying, or not paying discretionary overdrafts on your Account without notice to you.

For more information on our standard overdraft practices (Courtesy Pay), please refer to the "What You Need to Know about Overdrafts and Overdraft Fees."

6. **Postdated, Incomplete and Conditional Items.** You agree to hold us harmless from any and all loss and liability that we may incur due to our inadvertent payment of incomplete or postdated items, items endorsed "without recourse," or conditional items. You agree that we will not have any duty to discover or comply with postdated, incomplete, or conditional items. You agree that we may

disregard any information on any check or draft other than the amount of the item, the identity of the drawee bank, any magnetically encoded information, and the signature of the drawer, regardless of whether that information is consistent with any other information on the item. You agree that we may decline to accept, process or pay any item or order that, in our estimation, is ambiguous or otherwise unclear in its terms. You also agree that, at our option, we may use our best efforts to resolve any such ambiguity and you agree to release and hold us harmless from any and all loss and liability that we may incur or that may arise in connection with our attempts to resolve any such ambiguity.

7. **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 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. International wire transfers and electronic transactions to your Account may be delayed in accordance with screening procedures necessary to comply with Office of Foreign Assets Control (OFAC) financial sanctions. We may refuse to credit an Account for a wire transfer or electronic transaction if such action would violate OFAC requirements.

   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 based on the payment effective date, without prior notice, unless prohibited by law. This may result in your account being overdrawn. U.S. Government benefit payments that are presented/direct deposited into an account with a deceased person is subject to be returned to the processing agency. As a receiving depository financial institution, we return any post-death benefit payment that was directly deposited into an account. RBFCU strives to post direct deposit payments early, the return will be based on the effective date submitted by the agency. If the decedent's survivor(s)/spouse believes they are entitled to the payment, inquiries may be directed to the respective U.S. Government agency.

   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. For wire transfer requests, 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.

   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.

k) **Preauthorized Transactions.** 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.

l) **Re-Presented ACH Items.** Pursuant to the Nacha Operating Rules, an ACH item returned by RBFCU due to insufficient or uncollected funds may be re-presented (re-initiated) by the Originator (merchant) up to two additional times per authorized debit in an effort to collect the payment. We will charge an Insufficient Funds Fee for an initial item presented, for which you do not have sufficient funds in your Available Balance to pay the item at the time of presentment. If the merchant elects to present an item subsequent times, as is allowed pursuant to Nacha Operating Rules referenced directly above, it is important to understand that merchants present items for payment in many ways, and we are not necessarily in control of the following factors, including but not limited to: the dollar amount, the time in which a transaction is received, and the manner in which a merchant presents an item differently from an initial attempt.

8. **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**. A stop payment request for an Electronic Fund Transfer processed as an ACH will remain in effect until the earlier of: a) the request to revoke or cancel the stop payment order by you or another authorized account holder; b) the return of the specified transaction of the one-time stop payment requests; c) the return of all such entries relating to a specific authorization involving the specified payee or indefinitely for recurring stop payment request. 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 verbally, we have no obligation to honor it, but we normally will accept a verbal 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 Disclosure**. 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.

9. **Internal Preauthorized Payments/Transfers.** This is an agreement for processing a scheduled automatic internal payment/transfer between RBFCU accounts/loans. Any authorization you make will remain in effect until it has been canceled by you. However, recurring preauthorized account payments and/or transfers that fail to process as scheduled for two (2) consecutive scheduled attempts, will be canceled by RBFCU, and you will need to create a new agreement.

a) Recurring RBFCU preauthorized account payment/transfer: when funds are not available on the date of disbursement, the transaction will not process and will resume on the next disbursement date. A payment advanced to the next date may result in a missed payment if not manually made prior to the next loan due date. Any missed or late payment may be subject to fees.

b) One-time RBFCU preauthorized payment/transfer: when funds are not available on the date of disbursement, the agreement will be canceled.

10. **Limitations on Preauthorized Transfers.**

a) Money Market Accounts are limited to six withdrawals and outgoing transfers per month. Transactions subject to this limitation include withdrawals and/or outgoing transfers completed in-person, over the phone, electronically, or preauthorized. Transactions that exceed the maximum number permitted will be subject to an Excessive Transaction Fee in accordance with the Truth in Savings Fee Schedule.

If a transaction, payment, or transfer presented electronically or over the phone to an external beneficiary or merchant causes your Available Balance to fall below the minimum requirement of $2500, the transaction will be rejected, returned unpaid, and subject to an Insufficient Funds Fee.

b) Certificate Accounts are subject to an early withdrawal penalty. Please refer to the Certificate Issuance Disclosures, received at account opening, for more information. Transaction limits as well as corresponding fees and penalties are enforced and charged, respectively, at our discretion, which means we may make exceptions. However, in the event we waive transaction limits, fees or penalties, we do not waive the right to enforce the limitation or charge the fee or penalty for future transactions.

11. **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 that has been deposited to your Account or cashed by you at the Credit Union is subsequently returned based upon a breach or alleged breach of any transfer warranty, presentment warranty, or otherwise, we may charge back the amount of any such item to your Account at any time without notice**. You agree that we may resubmit an item that has been returned to us for payment, and you waive notice that an item has been dishonored or charged back against your Account. You also agree that, if we are charged a fee by any other institution in connection with any of your Accounts that fee expense may be charged to your Account. Requesting a hold on any deposit will not alter or release you from your responsibilities for that item. An item can be returned unpaid for up to three years for fraud or forgery. Acceptance of your deposit does not guarantee collectability.

2. **Endorsement Standards.** The area from the trailing edge of a check to 1.5 inches from the trailing edge of a check is reserved for the payee's endorsement. The trailing edge of a check is defined as the left side of the check looking at it from the front. You and all other 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 INCUR 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, at our discretion, we may refuse any deposit, 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 the Account(s) subject to applicable regulations. We reserve the right to refuse your deposit transaction for the following reasons (but not limited to) (i) item is payable to another person (ii) restrictions have been placed on your account (see Limitation of services) (iii) the activity or transaction is deemed suspicious, fraudulent, illegal, or deceptive (iv) we suspect that you may be the victim of a fraud, scam, or financial exploitation even though you have authorized the transaction (v) reasonable cause to doubt collectability (vi) you or your delegate fails to provide acceptable identification (see Acceptable Identification section) (vii) you or your delegate refuses to provide additional information needed to complete the transaction.

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 transaction requires adjustments to include a returned deposit, 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; (iv) updates related to products or services you applied for; or (v) as otherwise necessary to service your account.

2. **Account Statements.** RBFCU member statements (monthly and quarterly) are delivered by mail unless the member enrolls in Paperless Preferences. If you enroll in Paperless Preferences, you will no longer receive a printed statement by mail. Instead, you will receive a notification to the email address you provided, informing you an Electronic statement is ready to view in RBFCU Online Banking. If your account statements are returned or undeliverable, we may discontinue sending account statements until you provide us with a valid postal or electronic address. **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 Disclosure 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 Savings, Checking and Loan accounts and quarterly for Money Market, Certificates and IRA accounts. **It is your responsibility to ensure that your statements are received, and you agree that we will not be responsible for the loss or theft of your statements. It is important that you make note of the time that you regularly receive your statement**. You agree to notify us immediately and in any event within 14 days of that time, if you fail to receive your statement.

Dividend and Statement Chart		
Account Type	**Dividends Paid**	**Statement Sent**
Checking	Monthly	Monthly
Savings	Monthly	Monthly
Money Market	Monthly	Quarterly*
Certificate	Monthly	Quarterly
IRA	Monthly	Quarterly
Consumer Loan	-	Monthly
Mortgage Loan	-	Monthly
If any combination of accounts has a monthly statement, then all accounts in that combination will be monthly. *EFT transactions on a Savings or Money Market account will generate a monthly statement.		
For security reasons, we destroy statements returned to us by the U.S. Post Office. Please notify us promptly if your address changes. We are not responsible for statements lost while not in our possession. You may obtain a copy of your statement for a fee. Statements are also available via Online Banking if a member is enrolled in Paperless Preference. **Closed Membership** Upon membership closure, a member currently enrolled in Paperless Preference will be unenrolled in order to receive final paper statement on their normal statement date, to the address on file at the time membership closure occurred.		

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

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

4. **Annual Tax Statement**

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

Foreign Person's U.S. Source Income Subject to Withholding	1042-S	Annually - March

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. **Cash Exchange**. We do not accept currency exchange/coin exchange. Exchange of cash and coin must be deposited into an account and then withdrawn. A coin processing fee is assessed on the value of all coin presented for deposit, payment, or exchange, whether presented loose or rolled.

7. **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).

8. **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.

9. **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.

10. **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 transaction 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.**

11. **Coin Processing.** Coin processing machines are located in branch lobbies. A coin processing fee is assessed on the value of all coin presented for deposit, payment, or exchange, whether presented loose or rolled. Members are asked to make sure their coins are free from foreign objects and debris to protect the machine from damage. RBFCU reserves the right to refuse the processing of contaminated coin. Members are to use the machine in moderation.

12. **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**.

13. **Credit Reports.** A soft credit inquiry may be required at account opening (for the purpose of reviewing if you pre-qualify for offers and rates you're likely to be approved for) this will not affect your score. Declining the soft inquiry will not stop or delay your account opening process. 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.

14. **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

15. **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. We will generally suppress periodic statements on Single-Party deceased account upon death notification. However periodic statements are available upon request to the decedent's heirs or legal representative. 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.

16. **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. Upon receipt of the death certificate, RBFCU will proceed with account restructuring or settlement. Any deceased member remaining on an account after a six-month period, from the date of passing, may be removed by the Credit Union without notice.

17. **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.

18. **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, disagreement, 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. If applicable law provides that a Dispute is not subject to binding arbitration, this Arbitration Agreement will not apply to such Dispute. For example, if you are on active duty military service or a spouse or dependent of a person who is on such active duty military service and a Dispute involves a covered transaction under the Military Lending Act, this Arbitration Provision will be inapplicable to such Dispute.

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 PROCEED AS A CLASS/COLLECTIVE ACTION, OR ON 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.

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 Arbitration 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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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, you fail to complete payment of one share within one month of admission to membership, or within one month from the increase in the par value of shares, or if you reduce your share balance below the par value of one share and do not increase the balance to at least the par value of one share within one month of the reduction (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, RBFCU Mobile Deposit®, 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.

27. **Marketing Offers – Opt Out. For information on Marketing opt out, please refer to the RBFCU Privacy Notice within your Membership and Account Agreement.**

28. **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.

29. **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.

30. **Monitoring of 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. 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).

31. **Mutilated, Contaminated, or Unfit Currency.** RBFCU will not process currency damaged to the extent that its value is questionable (e.g., missing relevant security features). A member may submit mutilated, contaminated, or unfit currency directly to the Bureau of Engraving and Printing for possible redemption.

32. **Name Changes.** You agree to notify us immediately and in any event within 30 days of any changes to your legal name. Informing us of your name change on an online check reorder is not sufficient. We require at least one of the following valid/unexpired acceptable items stating your new name: (i) Marriage Certificate; (ii) Divorce Decree; (iii) Social Security card; (iv) Court document; (v) Military ID (newly issued without a signature); (vi) State Issued driver's license; (vii) State issued ID card from the Department of Motor Vehicles; (viii) Texas Concealed Handgun License.

33. **Notary Services.** Notary services are available to members free of charge at any RBFCU location. Members are required to bring their own witnesses as RBFCU staff cannot act as witnesses. RBFCU has the right to refuse a Notary request at our discretion. RBFCU does not notarize Trusts or Wills.

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 Carry.** In accordance to the Texas Penal Code 30.07, RBFCU requires anyone carrying a handgun conceal the weapon while inside any RBFCU building. If you require written notice of our Open Carry policy, one can be provided upon request.

36. **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.

37. **Order of Transactions.** Except as described in this section, our general procedure is to present transactions received throughout the day against your Account in the order of arrival, regardless of the dollar amount or type of transaction. Deposits and other credit transactions are allocated to the Available Balance in your Account prior to debit transactions. The order of transaction processing can affect the Available Balance in your Account used by us to determine whether you have sufficient funds to cover a debit transaction. For this reason, the order of transaction processing can affect our decision to pay or return an item unpaid and charge an associated Courtesy Pay Fee or Insufficient Funds Fee, respectively to your Account. Debit transaction refers to any item presented for payment against your Account, including merchants that present items previously returned unpaid.

External payments (i.e., checks and ACH items received through the banking system) are presented according to our processing schedule derived based on the anticipated time of arrival. For the purposes of this section, external payments do not include debit card purchases and ATM withdrawals. When more than one transaction is presented from a group of transactions, the items will be initially presented in the order of arrival sequence within that group of transactions.

38. **Personal Contact Information, Address Changes, Email Address Changes, and Oral Communication.** We will attempt to communicate with you by use of the most recent address you have provided us. You agree to notify us immediately and in any event within 30 days of any changes to your address or other personal/non-personal information on file with us. Acceptable notification includes by mail, over the phone, or orally in person by those individuals authorized to do so. You agree that oral instructions provided by an authorized individual are binding on you if relied on by us and agree to defend RBFCU against and hold it harmless from any liability as a result of your instructions. You agree that our records of all transactions will govern in case of any dispute. 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. We reserve the right to restrict or cancel mailings to members, joint owners or authorized signers who are in default of this agreement due to incorrect address information.

39. **Photography/Videography.** For the privacy of our members and employees, no photography or videography is allowed on RBFCU property at any time.

40. **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.

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

42. **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.

43. **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.

44. **Translation Requirements**. If an individual requires the use of a translator or interpreter for a foreign language to conduct business transactions with RBFCU, it is generally the responsibility of the individual to make arrangements to have that translator or interpreter physically present during the entire transaction and subsequent discussions. For situations that require an interpreter for a disability, we do not require the individual to bring their own interpreter.

45. **United States Tax Withholding.** The Internal Revenue Code (IRC) requires credit unions and other payers of dividends and certain other payments to report the payments to the Internal Revenue Service (IRS). Most recipients of the payments must give a Taxpayer Identification Number (TIN) and foreign persons must give Form W-8BEN to payers regardless of whether recipients are required to file tax returns. The IRS uses the TIN for identification purposes and Form W-8BEN to establish foreign status. Payers must generally withhold a percentage of taxable payments to a payee who does not furnish a TIN and foreign persons. The withholding rate may change at any time without notice and certain penalties may also apply, consistent with the IRC. The Credit Union is required to withhold payment, in part, of amounts owing to you and pay the amounts withheld to the IRS 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, (ii) you provide us with an incorrect name and TIN combination, (iii) you are a nonresident alien of the United States, and either you do not provide a valid Form W-8BEN to us or you are not eligible for an exemption from withholding at source, or (iv) after you submit Form W-8BEN, you do not notify the Credit Union within 30 days of becoming a citizen or resident of the United States.

46. **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. Online Banking User Agreement & RBFCU Mobile Deposit® Disclosure and Agreement
3. Online Banking Privacy Policy

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.

RBFCU

Paperless Preference Agreement

Application Disclosures, Account Statements, and Related Account Notices

Periodically, Randolph-Brooks Federal Credit Union may be required by law to provide certain notices or disclosures to you, and you have the right to receive these on paper. According to the Electronic Signatures in Global and National Commerce Act (E-Sign Act), we may provide such information to you electronically if we first present this disclosure and obtain your affirmative consent to receive this information electronically. Described below are the terms and conditions for providing you such notices and disclosures electronically. If you can access this information electronically to your satisfaction and agree to these terms and conditions, please submit your consent to "opt-in" to Paperless Preference.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, you will have the ability to download and print any documents we send to you electronically for a limited period of time after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a fee in accordance with the Truth in Savings Fee Schedule. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

To withdraw your consent with Randolph-Brooks Federal Credit Union

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- Visit any one of our branch locations; or
- Call the Member Service Center at 210-945-3300 (San Antonio) or 512-833-3300 (Austin); or
- To cancel your enrollment, you may log into Online Banking and go to the Paperless Option Page and click on the button to cancel electronic documents.

Should you voluntarily withdraw your consent, your cancellation applies to your electronic documents service and does not terminate any of your accounts or impair your relationship with Randolph-Brooks Federal Credit Union.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering disclosures and services to you because we will need first to send the required notices or disclosures to you in paper format, and then, as applicable, wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. You may withdraw your consent and terminate this agreement at any time. You acknowledge that to cancel your enrollment you may contact us as described in the paragraph above. You will not be penalized or incur fees for reverting to paper documents.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. Such documents include, but are not limited to, change in terms notifications, transfer receipts, periodic statements, tax documents, and periodically required notices that are normally included with paper statements. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

RBFCU

How to contact Randolph-Brooks Federal Credit Union:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

- To contact us by email, send messages to: memberservices@rbfcu.org; or
- Visit any one of our branch locations. or
- Call the Member Service Center at 210-945-3300 (San Antonio) or 512-833-3300 (Austin); or
- To cancel your enrollment, you may log into Online Banking and go to the Paperless Option Page and click on the button to cancel electronic documents.

To advise Randolph-Brooks Federal Credit Union of your new e-mail address

It is your responsibility to provide us with your accurate e-mail address and to maintain and update promptly any changes in this information. Accordingly, you agree to specify a valid email address for electronic document notifications. You are encouraged to provide a secondary email address, different from the primary address, to be used as a back-up in the event delivery to your primary address fails. Should you change your email address(es) after enrollment, you agree to update it in your online profile before the last day of the month to avoid any interruption in your electronic documents notification service.

To request paper copies from Randolph-Brooks Federal Credit Union

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you may:

- Call the Member Service Center at 210-945-3300 (San Antonio) or 512-833-3300 (Austin); or
- Visit any one of our branch locations and printing your documents from the lobby computer. (There is no charge for printing the documents from the branch computer.)

Termination of electronic document services

We reserve the right to furnish to you paper copies of information, communications and/or disclosures in lieu of and/or in addition to electronic records, at any time in our discretion. Additionally, in the event that we believe online delivery of your document presents security or operational concerns, or if electronic documents delivery is no longer viable, you acknowledge that Randolph-Brooks Federal Credit Union reserves the right to discontinue this service and will alternately provide you with paper documents.

Required hardware and software

To ensure you can access and retain notices, disclosures, and statements electronically, you must have a valid email account address, and an available access device such as a computer, laptop, tablet, or smartphone. You will also need internet access with a compatible “up-to-date” web browser, supported operating system and access to a program that reads and displays PDF documents for viewing and retaining electronic records. To view system and browser requirements when using rbfcu.org, Online Banking, and the RBFCU Mobile® App, refer to the “Privacy and Security” link in the footer of the homepage of rbfcu.org. These minimum requirements are subject to change. You acknowledge and agree that failure to utilize “up-to-date” web browsers and operating systems is not a change to the requirements.

Acknowledging your access and consent to receive materials electronically

By checking the “Accept” box to opt-in to Paperless Preference, you confirm that:

- You have read and affirmatively consent to the terms of this Paperless Preferences Agreement;
- You acknowledge you have the ability to access and retain PDF versions of these disclosures; and
- Until or unless you notify Randolph-Brooks Federal Credit Union as described above, you consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Randolph-Brooks Federal Credit Union.

RBFCU

What You Need to Know about Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your Checking Account.
2. We also offer alternative overdraft protection plans, such as a linked Savings Account, and/or a linked RBFCU Line of Credit, which may be less expensive than our standard overdraft practice. To learn more, ask us about these plans, and refer to the alternative overdraft protection plans below.

This notice explains our standard overdraft practices.

What are the standard overdraft practices that come with my account?

Courtesy Pay is our standard overdraft practice that comes with your Checking Account.

We do authorize and pay overdrafts for the following types of transactions unless you ask us not to:

- Checks and ACH transactions made using your Checking Account number, including decoupled debit card transactions not issued by the Credit Union that are processed as ACH transactions.
- Automatic bill payments
- Recurring debit card transactions

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday (one-time) debit card transactions

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 an overdraft, your transaction will be declined.

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

Under our standard overdraft practices, Courtesy Pay:

- We will charge you a **$24** Courtesy Pay Fee each time we pay an overdraft for transactions over $5.
- There is a limit of five (5) total Courtesy Pay and Insufficient Funds Fees combined we can charge you per day for overdrawing your account.
- A Courtesy Pay Fee will not be charged if the overdrawn balance is less than $5 after end of day processing.

What if I want RBFCU to authorize and pay overdrafts on my ATM and everyday (one-time) debit card transactions?

If you would like RBFCU to authorize and pay overdrafts on ATM and everyday (one-time) debit card transactions, visit rbfcu.org to update your preferences through Online Banking or RBFCU Mobile® App, visit any branch, or call 210-945-3300.

You may also contact us using one of the options listed above if you would like to remove standard overdraft practices, ATM, and everyday (one-time) debit card transactions on your account.

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. Courtesy Pay can be revoked at our sole and absolute discretion.

Available Balance: Your Available Balance is the most current record that we have of the amount you can withdraw or spend. It reflects all current deposits and withdrawals and subtracts funds not yet available from

deposits you have made. We use your Available Balance to decide whether you have enough money in your account to: (1) allow cash withdrawals; (2) pay checks; (3) authorize ATM and debit card transactions; (4) allow transfers; and (5) pay other items presented to us for payment from your Account. Subject to the terms of Membership Agreement and Disclosures, we will allow and pay these transactions if they do not exceed your Available Balance. Subject to your Courtesy Pay elections, we may decide, in our sole discretion, to either pay or not pay transactions presented to us for payment from your Account that exceed your Available Balance at the time of an authorization request or at the time of posting to your Account. We do not have to notify you beforehand, or at the time of our decision, whether or not we will pay an item or authorize a transaction that exceeds your Available Balance. You will owe an overdraft fee (called a "Courtesy Pay Fee") if your Account is overdrawn after we pay a transaction. You will owe an Insufficient Funds Fee if an item is presented for payment against your Account when your Available Balance is insufficient to cover the item, and we return the item unpaid. The fee amounts do not vary based on the transaction amounts. To learn more, please see the "Available Balance" section in your Membership Agreement and Disclosures, which are available to you at rbfcu.org, by visiting your nearest branch, or contacting us at (210) 945-3300.

Insufficient Funds Fees: We will charge you a **$24** Insufficient Funds Fee for each item presented for payment over $5 that we return unpaid. We do not charge a fee if the same item is re-presented for payment and returned unpaid. We do not charge a fee for declined debit card transactions. Merchant returned payment or late fees may apply. There is a limit of five (5) total Courtesy Pay and Insufficient Funds Fees combined we can charge you per day for overdrawing your account.

Alternative Overdraft Protection Plans:

We will transfer available funds automatically from a linked and eligible RBFCU Savings, Primary Savings, and/or a linked RBFCU Line of Credit, if you apply and qualify for such account(s). If you have asked us not to pay your overdrafts, your transactions that exceed your Available Balance will be declined or returned unpaid. There are no fees to transfer or advance funds from your linked accounts to cover an overdraft. We will transfer in $100 increments or up to the available balance of a linked account and/or RBFCU Line of Credit limit. Upon an advance from your RBFCU Line of Credit, an interest charge will begin to accrue. You may select Savings, and/or Line of Credit as an alternative overdraft protection plan by using one of the following methods: (i) Online Banking or RBFCU Mobile® App; (ii) in-person by visiting any RBFCU branch or; (iii) phone by calling us at 210-945-3300.

RBFCU

Electronic Fund Transfers Agreement and Disclosure

This Electronic Fund Transfers Agreement and Disclosure ("Agreement") provides the terms and conditions that govern electronic fund transfers for personal accounts opened at Randolph-Brooks Federal Credit Union ("RBFCU", "us", "we", "our", or "Credit Union"). Electronic fund transfers are electronically-initiated transfers of money from or to your account through the various services described below. By signing an application or account Card for electronic fund transfer ("EFT") services, or by accessing any service, you agree to the terms and conditions in this Agreement, and amendments thereto, **as well as the terms of your Membership and Account Agreement** and any other agreements that may govern your accounts. If the terms of this Agreement conflict with the terms of the Membership and Account Agreement, the terms of this Agreement will control.

DEFINITIONS

In this Agreement, several words are used repeatedly, and have the following meanings:

1. "Account" or "accounts" will mean each of your personal Checking or Savings Accounts which you have arranged with us to access with your Card or by any other electronic method.
2. "ACH" will mean funds transferred electronically through the Automated Clearing House (ACH) network.
3. "ATM" will mean automated teller machine or banking machine.
4. "ATM operator" will mean any person or entity that operates an ATM at which a consumer initiates an electronic fund transfer or a balance inquiry, and that does not hold the account to or from which the transfer is made, or about which an inquiry is made.
5. "ATM transaction" will mean a transaction conducted through an automated teller machine or banking machine.
6. "Business Day(s)" mean every day except Saturdays, Sundays and federal holidays.
7. "Card" will include RBFCU Freedom Debit Card unless otherwise specified.
8. "Checking Accounts" will include interest-bearing and non-interest bearing personal Checking Accounts.
9. "Checks" will include negotiable orders of withdrawal.
10. "Consumer" will mean a natural person.
11. "Debit Card" will mean a RBFCU Freedom Debit Card.
12. "Electronic Check Conversion" will mean a one-time electronic funds transaction where a check, draft or similar paper instrument is used as a source of information to initiate the transaction.
13. "Non-PIN purchase"or "Non-PIN transaction" will mean a purchase or transaction made by use of a Debit Card without the use of a PIN.
14. "PIN" will mean your confidential personal identification number or other confidential code assigned to you by RBFCU or selected by you for identification purposes in connection with the use of your Card or with other electronic banking transactions.
15. "PIN purchase" or "PIN transaction" will mean a purchase or transaction made by use of a Card and a PIN.
16. "Savings Accounts" will include Savings and Money Market Accounts.
17. "Transaction" will mean any consumer banking transaction, including a deposit, withdrawal, transfer or purchase, that is initiated through an electronic terminal, telephone, computer or magnetic tape for the purpose of ordering, instructing or authorizing a debit or credit to your account.

1. TYPES OF ELECTRONIC FUNDS TRANSFER SERVICES. The following describes the electronic fund transfer (EFT) services that are available and some limitations may apply:

A. Automated Teller Machine (ATM). You may access your account using your Freedom Debit Card and Debit Card PIN to:

1. Deposit or withdraw cash from your Savings, Checking, and Money Market Accounts.
2. Transfer funds between accounts within RBFCU.
3. Make payments from your Savings or Checking Accounts to your loan accounts with us.
4. Obtain balance information on your Savings, Checking, and Money Market Accounts.

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

Daily ATM Withdraw Limitations – You may withdraw up to $1,000 in aggregate of your Available Balance per day at ATMs for a 24-hour period that runs from midnight to midnight.

Daily withdrawal limitations may vary depending on electronic terminal device.

B. Freedom Debit Card Transactions. You may use your consumer Debit Card to:

1. Deposit or withdraw cash from your Savings, Checking, and Money Market Accounts.
2. Purchase goods and services from merchants that participate in certain EFT networks and have agreed to accept your card as a means of payment.

Daily Freedom Debit Card Purchase Limitations – You may use your debit card for purchases of $5,000 in aggregate of your Available Balance per day for a 24-hour period that runs from midnight to midnight.

C. Telephone Banking: HAL – Automated Account Access Telephone System. You may access your account using your personalized passcode to:

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

D. RBFCU Online/Mobile Banking, RBFCU Bill Pay®, and Other EFT Services. You may access your account using your Online Banking personalized passcode to:

1. Transfer funds between accounts within RBFCU.
2. Make payments from your Savings, Checking, and Money Market Accounts to your loan accounts with us.
3. Obtain your recent Account history and balance information for any account you are an owner.
4. Make mobile deposits to your Savings, Checking, and Money Market Accounts.
5. Make bill payments to approved merchants and other approved parties from your Checking Account.

Your contractual arrangement for these other services may provide for additional terms, conditions, disclosures, and limitations. Please refer to each disclosure for full details.

- RBFCU Online Banking User Agreement & RBFCU Mobile Deposit® Disclosure and Agreement
- RBFCU Bill Pay® Terms of Service

E. 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.

F. 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 LIMITATIONS FOR MONEY MARKET ACCOUNTS AND CERTIFICATES.**

   A. **Money Market Accounts.** Money Market Accounts are limited to six (6) withdrawals and outgoing transfers per month. Transactions subject to this limitation include withdrawals and/or outgoing transfers completed in-person, over the phone, electronically, or preauthorized. Transactions that exceed the maximum number permitted will be subject to an Excessive Transaction Fee in accordance with the Truth in Savings Fee Schedule.

   If a transaction, payment or transfer presented electronically or over the phone to an external beneficiary or merchant causes your Available Balance to fall below the minimum requirement of $2500, the transaction will be rejected, returned unpaid, and subject to an Insufficient Funds Fee.

   B. **Certificate Accounts.** Certificate Accounts are subject to an early withdrawal penalty. Please refer to the Certificate Issuance Disclosures received at account opening for more information. Transaction limits as well as corresponding fees and penalties are enforced and charged, respectively, at our discretion, which means we may make exceptions. However, in the event we waive transaction limits, fees, or penalties, we do not waive the right to enforce the limitation or charge the fee or penalty for future transactions.

3. **YOUR RIGHTS AND LIABILITY.** Tell us AT ONCE if you believe your Card and/or Personal Identification Number ("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. Contact us via the telephone number listed in this disclosure or via Online Banking to mitigate any potential losses. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account, plus your maximum overdraft line of credit or the balance in any other account connected to your account for overdraft protection. If you tell us within two (2) Business Days after you learn of the loss or theft of your Card and/or PIN, you can lose no more than $50 if someone used your Card and/or PIN without your permission. You will not be liable for subsequent unauthorized transfers after notification.

   If you do NOT tell us within the first two (2) Business Days after you learn of the loss or theft of your Card and/or PIN, and we can prove we could have stopped someone from using your Card and/or PIN without your permission if you had told us, you could lose as much as $500.

   Also, if your statement shows transfers that you did not make, including those made by Card, PIN, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If extenuating circumstances (such as an extended trip or hospitalization) kept you from telling us, we may extend the time periods at our discretion.

   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. If you give your Card or PIN to someone else, you are responsible for all transfers or purchases that that person makes with your Card or via the service that he or she accesses, even if that person uses the Card or PIN in a way that you did not anticipate or intend. 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. **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 us via calling or writing using the contact number(s) or addresses listed at the end of this Agreement and Disclosure.

5. **FEES.**

   A. ATM Fees. Please refer to our Truth in Savings 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.

B. Merchant Preauthorization Holds. When you use your Card at certain merchants, (i.e., hotels, gas stations, or restaurants), 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 (3) days. These preauthorization holds affect (reduce) your Account's Available Balance, which includes, without limitation, payment 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 (3) 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.

C. Freedom Debit Card Currency Conversion. If you conduct an international transaction with your Freedom Debit Card, Mastercard® will convert the charge into a U.S. dollar amount. Currently, the currency conversion rate used by Mastercard 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 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. RBFCU does not charge any fees for foreign currency Debit Card transactions.

6. CARD HOLDER RESPONSIBILITIES.

A. Card Information. 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.

B. 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 from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

C. 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.

D. 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.

7. **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. For other active Accounts, you will receive at minimum a quarterly statement. An EFT transaction on a Savings or Money Market Account will cause a monthly statement to be generated.

   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 Online Banking to find out whether or not the deposit has been made.

8. **STOP PAYMENT.**

   A. **Right to Stop Payment and Procedure for Doing So.** A stop payment request for an Electronic Fund Transfer processed as an ACH will remain in effect until the earlier of: a) the request to revoke or cancel the stop payment order by you or another authorized account holder; b) the return of the specified transaction of the one-time stop payment requests; c) the return of all such entries relating to a specific authorization involving the specified payee or indefinitely for a recurring stop payment request. While our best efforts will be made, we will not be responsible for ACHs presented for payment on the date the stop payment was received. In the event the ACH pays against the account, you have the option to dispute the transaction directly with the merchant or to complete a written request to dispute the ACH in accordance with RBFCU procedures. You will be charged for each stop payment order as set forth in our Truth in Savings Fee Schedule. **Please refer to your Membership and Account Agreement for additional information.**

   B. **Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments in accordance with the terms and conditions of your Account, and we do not do so, we will be liable for your losses or damages.

   C. **Notice of Varying Amounts.** If these regular payments may vary in amount, the person or company you are going to pay will notify you, ten (10) days before each payment, when it will be made and how much it will be.

9. **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 may be liable for your losses or damages, subject to some exceptions. We will not be liable, for instance, if: (i) through no fault of ours, you do not have enough money in your Account to make the transfer; (ii) the transfer would go over the credit limit on your overdraft line; (iii) the automated teller machine where you are making the transfer does not have enough cash and the ATM or system was not working properly; (iv) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; (v) the funds in your Account are subject to an administrative hold, legal process, or other claim; (vi) the failure to properly complete the transaction is caused by erroneous information supplied by you or your agent; or (vii) 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.

10. **CONFIDENTIALITY.** We will disclose information to third parties about your Account or transfers you make: (i) where it is necessary for completing transfers; or (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or (iii) in order to comply with government agency or court orders; or (iv) if you give us your written permission.

11. ERROR RESOLUTION NOTICE. In case of errors or questions about your electronic transfers, telephone, write to, or email us at any of the phone numbers or addresses listed in this Agreement 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.

A. Tell us your name and Account number.

B. 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.

C. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (10) 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 (10) Business Days, we may not credit your Account.

For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 Business Days to credit your Account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we provisionally credited your account and determined that no error occurred, we will debit your account no sooner than five (5) Business Days after completing our investigation.

12. CONTACT NUMBER AND ADDRESSES. Whenever possible, please contact us by telephone or at RBFCU Online Banking to report unauthorized transfers or request stop payments. Contacting us by these methods is the quickest way for us to comply with your requests.

Telephone Us

Call 210-945-3300.

Write Us

RBFCU

PO Box 2097

Universal City, TX 78148

RBFCU

Funds Availability Policy

In this Funds Availability Policy ("Policy"), the words "we", "us", and "our" mean Randolph-Brooks Federal Credit Union.

Scope

This policy applies to deposits made to your Checking Account. While we also generally apply the procedures outlined in this Policy to deposits made to your certificate and savings accounts (including Money Market and IRA savings accounts), please note these deposits are not subject to this Policy and, therefore, we may delay availability of funds beyond the procedures noted herein. Likewise, this Policy also does not apply to deposits made using our Online Banking service.

Your Ability to Withdraw Funds

Except as described in this policy, our general procedure is to make funds available from your cash, check, and electronic deposits on the Business Day we receive the deposit. Automated Clearing House (ACH) credit transfer (direct deposit) will generally be available up to two (2) Business Days before the Business Day we receive the deposit. Electronic deposits originating from within the Credit Union may be delayed in accordance with fraud screening procedures necessary to comply with Bank Secrecy Act (BSA) laws and regulations. Following completion of these screening procedures, funds will be available no later than the next Business Day after receiving your deposit. Once available, you can withdraw the deposits in cash, and we will use the funds to pay checks you have written and other items you have authorized.

Determining the Availability of a Deposit

If we delay the availability of funds from your deposits, the length of the delay is counted in Business Days from the day of your deposit. For determining when funds are considered deposited, every day is a Business Day, generally, except Saturdays, Sundays, and federal holidays. The Business Day the funds will be considered received varies depending on the applicable service channel and cutoff times.

- Funds mailed to us will be considered received on the Business Day the funds are delivered to us.
- Funds deposited to a night depository will be considered received on the Business Day the funds are removed and processed by us.
- Funds deposited at an ATM will be considered received on the Calendar Day we receive the deposit.

Cutoff Times

Our general cutoff time for a deposit made in person to an employee at one of our branches is that location's scheduled closing time. Our general cutoff time for a deposit made to a night depository is that branch's scheduled opening time. Scheduled closing and opening times will vary by location and are posted at each branch and on our website at www.rbfcu.org/locations. Our general cutoff time for a deposit, including but not limited to those made at one of our Automated Teller Machines (ATMs), through Online Banking, or received through ACH is 7:00 p.m. Central Time. If you make a deposit on a Business Day before the applicable cutoff time, we will consider your deposit to be received that same day. If you make a deposit on a Business Day after the applicable cutoff time or on a day which is not a Business Day, we will consider your deposit to be received the next Business Day.

Funds Availability Schedule (Business Day)		
General Availability		
Service Channel	**Cutoff Time**	**Additional Information**
Branches (excluding night depository)	Scheduled closing time	Posted at each branch and our website at www.rbfcu.org/locations
Night depository	Scheduled opening time	
ATM Online Banking	7:00 p.m. Central Time	

Longer Delays May Apply

Funds you deposit by check may be delayed for up to the seventh (7th) Business Day after the day of your deposit under the following circumstances:

- Reasonable Cause to Doubt Collectability
  We have reasonable cause to doubt the collectability of the check.
- Large Deposit
  You deposit checks totaling more than $7,000 on any one (1) day.
- Redeposited Check
  You redeposit a check that has been returned unpaid - unless, the check was returned due to a missing indorsement or the check was postdated and subsequently, redeposited after the missing indorsement has been obtained or the check is no longer postdated.
- Repeated Overdraft
  You have overdrawn your account or combination of accounts repeatedly in the last six (6) months. An account is repeatedly overdrawn if the account is overdrawn for six (6) or more Business Days or overdrawn greater than $7,000 for two (2) or more Business Days.
- Emergency Condition
  There is an emergency, such as an interruption or failure of communications or computer or other equipment facilities, a suspension of payment by another financial institution, a war, severe weather conditions, or other emergency conditions beyond our control.
- New Account
  Your membership was established in the last thirty (30) calendar days.

If you are *a new member*, the following special rules may apply during the first thirty (30) calendar days your account is open.

Funds from the first $7,000 of the following check deposits will generally be available on the Business Day of your deposit so long as the check is made payable to you:

- U.S. Treasury checks.
- U.S. Postal Service money orders.
- Federal Reserve Bank (FRB) and Federal Home Loan Bank (FHLB) checks.
- State and local government checks issued in the state of Texas.
- Cashier's, certified, and teller's checks.

If we delay availability for one of these reasons, funds will generally be available no later than the seventh (7th) Business Day after the day of your deposit. However, the first $300 of your deposits will generally be available on the Business Day of your deposit if we delay availability due to repeated overdrafts or new member. We will notify you if we delay your ability to withdraw funds, and we will tell you the reason and 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 send you the notice no later than the Business Day after we receive your deposit.

Holds on Other Funds

If we cash a check for you that is drawn on another financial institution, we may reduce the available balance in your account by a corresponding amount of funds.

If we accept a check for deposit that is drawn on another financial institution, we may make funds available for withdrawal immediately but reduce the available balance in another account you have with us by a corresponding amount.

In either case, these funds will be available at the time the funds in the check we cashed or deposited would have been available under this Policy.

Foreign Deposits

Electronic deposits originating from a financial institution located outside of the United States (U.S.) may be delayed in accordance with screening procedures necessary to comply with Office of Foreign Assets Control (OFAC) financial sanctions. Following completion of the OFAC screening procedures, funds will be available no later than the next Business Day after we receive your deposit. The U.S. includes each of the fifty states, and the District of Columbia, the U.S. Virgin Islands, American Samoa, and the Commonwealth of the Northern Mariana Islands, Guam, and Puerto Rico. Check deposits payable in a foreign currency or drawn on or payable through or at a financial institution located outside of the U.S. will be available on the Business Day we receive payment in actually and finally collected funds.

Contact Numbers and Address

If you have questions about when your funds will be available for withdrawal, call us at 210-945-3300 or write us at Randolph-Brooks Federal Credit Union, PO Box 2097, Universal City, TX 78148. You also may Whenever possible, please contact us by telephone or via our online or mobile banking service. Contacting us by these methods is the quickest way for us to respond to your requests.

RBFCU

Funds Availability Schedule (Type of Deposit)			
General Availability			
Type of Deposit	**Additional Conditions**		**Availability**
Cash	U.S. coins and currency		Same Business Day
Checks	Exclude foreign deposits, traveler's checks, credit card drafts, and remote check deposits		Same Business Day, unless an Exception Hold applies
Electronic deposits	Direct deposit		Up to two (2) Business Days early
	Incoming wire transfers		Same Business Day
	Incoming ACH		
	Debit Card (Credit received using your debit card information)		
	Internal payments (Fraud Screening procedures)		
Traveler's Checks	Collection Processing		Business Day collected funds received
Checks - Exception Holds			
Reason for Delay	**Additional Conditions**		**Availability**
Reasonable cause to doubt collectability; or Redeposited check; or Emergency condition			Seventh (7th) Business Day
Repeated overdraft	Aggregate amounts over $300		
Large deposit	Aggregate amounts over $7,000		
New Member	U.S. Treasury checks; U.S. Postal Service money orders; FRB and FHLB checks; State and local government checks; Cashier's, certified and, teller's checks	Aggregate amounts up to $7,000; Check made payable to you; and Government checks issued in the state of Texas	Same Business Day, unless another Exception Hold applies
	Other check deposits	Aggregate amounts over $300	Seventh (7th) Business Day
Foreign Deposits			
Electronic deposits	OFAC screening procedures		Next Business Day
Check	Collection processing		Business Day collected funds received

RBFCU

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.

RBFCU

Truth in Savings Account Disclosure

The information contained within the Truth in Savings Account Disclosure, RBFCU Fee Schedule, and RBFCU Rate Schedule set forth certain conditions, rates, fees, and charges applicable to your consumer Accounts at RBFCU and are incorporated into your Account Agreement with us. The RBFCU Rate Schedule is provided to you at the time of account opening or upon request. The dividend rates are provided in the Rate Schedule contained on our website rbfcu.org/rates and are accurate as of the effective date indicated. Rates are subject to change at any time without notice.

Account Schedule

Account Types*	Dividends			Balance Requirements		
	Dividends Compounded	Dividends Credited	Dividend Period	Minimum Balance to Open	Minimum Balance to Earn Stated APY	Balance Method to Calculate Dividends
Savings	Monthly	Monthly	Monthly	$1**	$1**	Daily Balance Method
Checking	Monthly	Monthly	Monthly	$0	$0.01	Daily Balance Method
RBFCU Classic Money Market ***Tiered Rate Account***	Monthly	Monthly	Monthly	$2,500	$2,500	Daily Balance Method
RBFCU Choice Money Market ***Tiered Rate Account***	Monthly	Monthly	Monthly	$2,500	$2,500	Daily Balance Method
IRA Savings	Monthly	Monthly	Monthly	$1	$1	Daily Balance Method
SuperSaver Certificates ***Term:18 months***	Monthly	Monthly	Account's Term	$1,000	$1,000	Daily Balance Method
Certificates ***Term: Six (6) months to seven (7) years***	Monthly	Monthly	Account's Term	$1,000	$1,000	Daily Balance Method

*Rate Schedule contained on our website rbfcu.org/rates.

**Applicable to Primary Savings

Rate Information

The Annual Percentage Yield (APY) 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 an annual 365-day period. The dividend rate is the declared annual dividend rate paid on an Account, which does not reflect compounding. The dividend rates and APYs disclosed on our website reflect the dividend rates and APYs as of the last dividend declaration date, the date the Credit Union's Board of Directors declares a dividend for the preceding period.

Savings, Checking, and Money Markets - Dividend rates and APYs are variable and subject to change at any time without notice. Money Market Accounts are tiered rate Accounts. The balance ranges and corresponding dividend rates and APYs applicable to each tier are disclosed in the RBFCU Rate Schedule.

Share and IRA Certificates - Dividend rates and APYs are fixed and will be in effect for the term of the Account. The dividend rates and APYs disclosed on our website were offered within the most recent seven calendar days and are accurate as of today's date. If you have any questions or require current

rate information on your Accounts, please visit our website rbfcu.org/rates or call RBFCU.

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.

Compounding and Crediting of Dividends

The compounding and crediting frequency of dividends and the period applicable to each account are disclosed in the Account Schedule above. For dividend-bearing Accounts, dividends will be compounded and credited monthly. The dividend period is monthly, beginning on the first of a month and ending on the last day of the month. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example is February 1. If you close your Account before dividends are paid, you will receive the accrued dividends to the date of closure.

Balance Information

The minimum balance requirements applicable to each Account are set forth in the Account Schedule above and at rbfcu.org/rates.

Primary Savings - To open any Account, you must deposit the minimum required share(s) in a Primary Savings Account. The par value for a share at RBFCU is $1. A minimum daily balance of $1 for Primary Savings Accounts is required to be maintained at all times to keep your Account open, maintain your RBFCU membership and receive RBFCU services.

IRA Savings - A minimum daily balance of $1 is required to obtain the disclosed APY. The dividend rate corresponding to the daily balance of the Account for the period will be paid on the entire balance of the Account.

Money Markets - A minimum daily balance of $2,500 is required to earn the disclosed APY for the dividend period. If the minimum daily balance is not met each day of the dividend period, you will not earn the APY stated in the Rate Schedule. If at any time your daily balance for the period falls below the minimum daily balance, your Money Market Account will automatically revert to the current Primary Savings Account dividend rate. For Choice Money Market Accounts, you will earn the first tier dividend rate on the entire balance up to $10,000 when the minimum balance is maintained. Each tier of your total RBFCU Choice Money Market balance adds up to a blended APY. RBFCU 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. If your balance falls below $2500, certain transaction limitations may apply.

Share and IRA Certificates - A minimum balance of $1,000 is required to be maintained at all times to earn the disclosed APY. The dividend rate corresponding to the daily balance of the Account for the period will be paid on the entire balance of the Account.

Balance Computation Method

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

For RBFCU Choice Money Market Accounts, dividends are calculated using a pure tiered method in which the credit union pays the stated dividend rate only on the portion of the balance within the specified tier. Each tier of your total balance adds up to a blended APY.

Accrual of Dividends

Dividends will begin to accrue on the business day funds are deposited.

Fees and Charges

Fees and charges that may be assessed against your Accounts are disclosed in the Truth in Savings 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. All fees are assessed at the time of service or deducted from your account. If the Available 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.

Transaction Limitations

RBFCU 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 (7) days and up to 60 days before such withdrawal. We currently do not exercise this right. The $1 membership share in your Primary Savings Account may not be withdrawn unless your RBFCU membership is terminated. Transaction limits as well as corresponding fees and penalties are enforced, charged, and waived respectively, at our discretion. Please see the below products (Money Market Accounts, Traditional IRA and ROTH IRA Savings and Share and IRA Certificate Accounts) for specific account related transaction limitations.

Money Markets - Money Market Accounts are limited to six (6) withdrawals and outgoing transfers per month. Transactions subject to this limitation include withdrawals and/or outgoing transfers completed in-person, over the phone, electronically, or preauthorized. If a transaction, payment or transfer presented electronically or over the phone to an external beneficiary or merchant causes your Available Balance to fall below the minimum requirement of $2500, the transaction will be rejected, returned unpaid, and subject to an Insufficient Funds Fee. Transactions that exceed the maximum number permitted will be subject to an Excessive Transaction Fee in accordance with the Truth in Savings Fee Schedule.

Traditional IRA and Roth IRA Savings and Certificates - Annual contributions to Traditional and Roth IRA Accounts are limited to the maximum amount allowed by federal law. Early distributions from Traditional 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.

Share and IRA Certificates - Additions to the principal may not be made during the term of a Certificate (including Traditional and Roth IRA Certificates). Additions to, or withdrawals or distributions from the Certificate principal are allowable at maturity or during the ten (10)-calendar day grace period. For Traditional IRA Certificates, partial distributions of principal or dividends are permitted for Required Minimum Distributions (RMD). Please refer to the Certificate Issuance Disclosures, received at account opening or to the Share and IRA Certificate Account Information section for more information.

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 RBFCU. IRA Certificates may not be pledged as collateral.

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 Account to be maintained as long as the account remains open.

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Share and IRA Certificate Account Information

Maturity Date - The date your certificate matures and can withdraw funds without penalty.

Term – The amount of time your Certificate is active. This is measured in months beginning the date of initial purchase or renewal date.

Early Withdrawal Penalty -The penalty charged on your Share or IRA Certificate if closed prior to maturity. Also referred to as a closeout penalty. See below for details.

Early Withdrawal Penalties

Early withdrawal penalties may be imposed if you close your Certificate prior to maturity and are based on Certificate term, dividend rate, principal balance at time of closing and calculated according to the number of days listed below, whether earned or not. 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. In some cases, we may waive the early withdrawal penalty.

Early Withdrawal Penalties	
Certificate Term	**Days of Earnings**
6 to 11 months	30 days
12 to 23 months	60 days
24 to 35 months	120 days
36 to 47 months	180 days
48 to 59 months	240 days
60 to 71 months	300 days
72 to 83 months	360 days
84 months	420 days

Dividend Payment Options

The dividend payment election at Account opening defaults to compounding to your Share or IRA Certificate unless you instruct us otherwise. The account owner has the option to specify other dividend payment instructions at opening. The elected dividend payment option remains in effect until the Certificate has reached its maturity date and carries over to renewal if no changes are specified. Please see next section for specific dividend options for each type of Certificate Account RBFCU offers.

Share Certificates - Other dividend payment options outside of compounding are to have dividends credited to your Savings, Checking, or Money Market Account.

IRA Certificates - Other dividend payment options outside of compounding are to have dividends credited to an IRA Savings. The IRA Savings is required to reside under the same IRA Plan.

Renewal Policy

Certificate Accounts will automatically renew for a like term at maturity unless you provide other instructions. Following the Certificate's maturity, you will have a ten (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.

Note - The dividend rate and APY are subject to change if you add or withdraw funds or change the term during the grace period. If no changes are made during the grace period, the Certificate rate will be the rate effective on the current maturity date. If your Certificate is pledged as loan collateral and, unless you make arrangements prior to maturity, the balance of your Certificate will be applied to your loan at maturity and any remaining amount will be deposited to your Savings Account.

National Credit Union Share Insurance Fund

Member accounts in RBFCU are federally insured by the National Credit Union Share Insurance Fund.

RBFCU

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 RBFCU services are free! The following fees may be assessed in connection with your accounts without advance notice 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.

Membership		
	FREE	Membership at Randolph-Brooks is **FREE;** just maintain the required minimum balance of $1 in your Primary Savings Account.
Savings Accounts		
Savings	**FREE**	
RBFCU Classic Money Market	**FREE**	
RBFCU Choice Money Market	**FREE**	
Checking Accounts		
Really Free Checking	**FREE**	
General Services		
Account Reconciliation Research	$35 per hour	
Alternative Overdraft Protection Plans	**FREE**	There are no fees to transfer or advance funds from your linked accounts to cover an overdraft. Upon an advance from your RBFCU Line of Credit, an interest charge will begin to accrue.
Bill Pay Service	**FREE**	
Calls to our Member Service Center	**FREE**	
Cashier's Check	$5 each	
Coin Processing Fee (Member)	5% of value	
Coin Processing Fee (Non-member)	8% of value	
Copies		
Checks	$1 per copy	(In excess of two copies per month)
Statement	$3 per copy	
Courtesy Pay Fee	$24 per item for transactions over $5.	We charge a Courtesy Pay Fee for each item we pay that overdraws your Account. Please refer to the "Overdrafts and Overdraft Protection" section within your Membership and Account Agreement. There is a limit of five (5) total Courtesy Pay and Insufficient Funds Fees combined we can charge you per day for overdrawing your account.

Collection Item Processing		Any external fees imposed by the issuing or paying institution are deducted from the collected item.
Domestic (sent or received)	$50 per item	Includes checks such as, but not limited to, Gas Lease, Land, Oil and Travelers cheques.
Foreign (sent or received)	$50 per item	Includes checks drawn from foreign financial institutions. Some limitations may apply.
Electronic Statement	**FREE**	With enrollment of Paperless Preference
Electronic Deposits	**FREE**	
Electronic Deposit Check Images	**FREE**	
Excessive Transaction Fee	**$12 per Excessive Transaction**	Money Market Accounts are limited to six (6) withdrawals and/or outgoing transfers per month. Transactions subject to this limitation include withdrawals or outgoing transfers completed in-person, over the phone, electronically, or preauthorized.
Fax Fee	$2.50 per item	We do not fax items for non-members. If a member is faxing an item related to RBFCU business, the fax is free.
Identity Fraud Protection - ID Protect Basic	$1 per month	We no longer offer this service to new or existing members who previously did not enroll in an identity monitoring service.
Identity Fraud Protection - ID Protect Plus	$4.95 per month	We no longer offer this service to new or existing members who previously did not enroll in an identity monitoring service.
Identity Fraud Protection – MemberSafe®	$5.95 per month	
Inactive Account Fee	$10 per month	We charge this fee when (i) an account has one year without member initiated transaction activity, (ii) is a Single-Party deceased account, or (ii) has returned correspondence due to incorrect address information.
Insufficient Funds Fee	$24 per item for items over $5.	We charge this fee for each item that is presented for payment and returned unpaid due to insufficient funds. There is a limit of five (5) total Courtesy Pay and Insufficient Funds Fees combined we can charge you per day for overdrawing your account.
Insufficient Funds Fee - UCF	$24 per item for items over $5.	We charge this fee for each item that is presented for payment and returned unpaid due

		to recent deposits not yet collected from the payor; uncollected funds. There is a limit of five (5) total Courtesy Pay and Insufficient Funds Fees combined we can charge you per day for overdrawing your account.
Legal Process Fee*	$50 per notice	*As used in this Agreement and in the Account Statements, "Legal Process Fee" includes and is not limited to: Levies, Garnishments, Liens, Receiverships, Turnover Orders, and other orders or attachments which require processing, regardless of whether or not funds are paid.
Medallion Signature Guarantee	$25 per visit	
Money Orders	$1 each	
Notary Service	**FREE**	Texas notaries cannot make certified copies of recordable documents. RBFCU does not notarize Trusts or Wills.
Non-member Check Cashing Fee	$5 per item	
Online Banking Account Access	**FREE**	
Postage Expense Fee	Varies	Postage Expense Fee is assessed when a member requests to overnight the delivery of a cashier's check. Postage Expense fee may vary as postage rates are set by each postage company, UPS Ground or UPS Overnight.
RBFCUsend	**FREE**	
Standard Checks	**FREE**	
Stop Payment	$24 each	
Wire Transfer - Incoming	**FREE**	
Wire Transfer - Outgoing (Domestic)	$25	
Wire Transfer - Outgoing (International – Int'l.)	$40	
ATMs & Freedom Debit Cards		
Signature-based Transactions	**FREE**	
Withdrawals/Inquiries/Transfers at ATMs owned or affiliated with RBFCU	**FREE**	ATMs are located at all RBFCU locations, selected off-site locations, and other financial institutions through the CO-OP Network.
CO-OP ATM Transactions	**FREE**	ATMs are located at all RBFCU locations, selected off-site locations, and other financial institutions through the CO-OP Network.
Non-RBFCU ATM Transactions	$1 each	Non RBFCU ATM transactions include withdrawals, inquiries and transfers. Fees by the ATM owner or network may also be assessed.
RBFCU ATM Surcharge for non-RBFCU card	$3 each	

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Digital Freedom Debit Card Instant Issuance	**FREE**	Digital Freedom Debit Card Instant Issuance requires Online Banking access.
Expedited Freedom Card Two-Day Delivery		Expedited Delivery is dependent on the date and time the card is ordered; otherwise, delivery timeframe may be extended past the two-day delivery service.
Domestic (delivered by UPS)	$35-45 per card	
International	$45 per card	
Foreign Transaction	**FREE**	A foreign transaction includes but is not limited to internet transactions with a merchant who processes the transaction in a foreign country.
Safe Deposit Boxes (annual cost)		
2x5 (Live Oak Branch)	$40	
3x5	$50	
3x10	$70	
5x10	$110	
10x10	$170	
15x10 (Windcrest Branch)	$200	
Locksmith Services	$110 or more	Locksmith fee may vary by vendor.

Randolph-Brooks Federal Credit Union
P.O. Box 2097
Universal City, TX 78148-2097
210-945-3300
https://www.rbfcu.org/

RBFCU

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. This Policy works in conjunction with all other agreements and disclosures that govern your membership, accounts, loans and services. We encourage you to refer to the specific agreements and disclosures at rbfcu.org/forms-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 and disclosures, you are also responsible for fulfilling all obligations you have with RBFCU. This includes, but not limited to the following:

You must 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 debit or credit card, PIN, password, or any other sensitive account information such as online banking credentials or username. It is your duty to promptly report 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 and/or online banking account summary 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 primary share account and earn dividends on those shares; and (2) to vote in annual and special meetings.

Bylaws: If your primary 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:

- Negative account balance, 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 transactions or attempts to circumvent RBFCU policies or procedures;
- Your negligence in protecting your checks, cards, PIN, username, password, Automated Account System (HAL) 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 will never restrict your Fundamental Rights; however we reserve 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/contractors/or agents, 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; RBFCU Mobile Deposit®; 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;
- Limiting the ability to open additional share accounts, remove any account owners, or closing an account;
- Restricting your ability to use your 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; or
- Preventing you from being a joint owner on another member's accounts or acting as an agent for another member.

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.

Rev 04/25

RBFCU
rbfcu.org

FACTS

WHAT DOES RANDOLPH-BROOKS FEDERAL CREDIT UNION (RBFCU) DO WITH YOUR PERSONAL INFORMATION?

Why?

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

What?

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

- Social Security number and income
- Account balances and payment history
- Credit history, credit scores and biometric data

How?

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

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

To limit our sharing

- Call (toll-free) 1-800-580-3300 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 (toll-free) 1-800-580-3300 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; and RB Mortgage LLC, dba Domain Mortgage.
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 only: ■ Sharing for affiliates' everyday business purposes — information about your creditworthiness ■ Affiliates from using your information to market to you ■ Sharing for nonaffiliates to market to you State 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, dba Domain Mortgage; and 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.*