



Important Information About Your Account

Privacy Notice Disclosure
Membership and Account Agreement
Electronic Transfer Agreement and Disclosure
Funds Availability Disclosure
Truth in Savings Disclosure
Fee Schedule
Overdraft Protection Services Disclosure
Transaction Limitations on Your Savings and Money Market Accounts
SMS Texting Terms and Conditions
360 Secure Checking Benefits Service Disclosure

Revised
10/01/2024



Federally Insured by NCUA

Houston Federal Credit Union
Kensington Drive
Sugar Land, TX 77479
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866-687-4328
www.houstonfcu.org
talktous@houstonfcu.org

FACTS

WHAT DOES HOUSTON FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?

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

What?

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

- Social Security number and account balances
- account transactions and checking account information
- credit card or other debt and credit history

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 Houston Federal Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Houston Federal Credit Union share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or to 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	No	We don't share
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

To limit our sharing

- Call toll-free 1-866-687-4328 - our menu will prompt you through your choice(s)

Please note:

If you are a *new* member, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our member, we continue to share your information as described in this notice.

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

Questions?

Call toll-free 1-866-687-4328

What we do

<p>How does Houston Federal Credit Union protect my personal information?</p>	<p>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.</p> <p>We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you.</p>
<p>How does Houston Federal Credit Union collect my personal information?</p>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ open an account or show your government-issued ID ▪ seek advice about your investments or apply for financing ▪ show us your driver's license <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<p>Why can't I limit all sharing?</p>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you <p>State law and individual companies may give you additional rights to limit sharing.</p>
<p>What happens when I limit sharing for an account I hold jointly with someone else?</p>	<p>Your choices will apply to everyone on your account.</p>

Definitions

<p>Affiliates</p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>Houston Federal Credit Union has no affiliates.</i>
<p>Nonaffiliates</p>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>Houston Federal Credit Union does not share with our nonaffiliates so they can market to you.</i>
<p>Joint Marketing</p>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ▪ <i>Our joint marketing partners include insurance companies.</i>

Other important information

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16320 Kensington Drive
Sugar Land, TX 77479
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MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of the Credit Union providing this Agreement (Credit Union). In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, or any other account opening document (Account Card), or for whom membership and/or service requests are approved through the Credit Union's online application and authentication process. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

Your account type(s) and ownership features are designated by you on your Account Card or through the Credit Union's online application and authentication process. By signing an Account Card or authenticating your request, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, or Account Receipt accompanying this Agreement, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments made to these documents from time to time that collectively govern your membership, accounts and services.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Houston Federal Credit Union at all times will protect the confidentiality of our members' identity as well as their financial information.

Thank you for your understanding and joining us in the fight against terrorism.

1. MEMBERSHIP ELIGIBILITY - To join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share(s) (hereinafter membership share) and/or paying a membership fee as set forth in the Credit Union's bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

2. SINGLE PARTY ACCOUNTS - A single party account is payable to one party, the owner (which includes trusts established other than by the form of the account), who has qualified for credit union membership. If the owner dies, the account is payable to the Payable on Death (POD) beneficiary(ies), if so named, or as a part of the owner's estate under his or her will or by the applicable laws of intestacy. Payment of the account is subject to other provisions of this Agreement protecting the Credit Union for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, any security interest or pledge granted by the account owner, and our statutory lien rights.

3. JOINT MULTIPLE PARTY ACCOUNTS - A joint multiple party account is an account payable to any one of two or more parties, the owners. During their lifetimes, the owners of a joint multiple party account own the account in proportion to their net contributions to the account. The owners of a joint multiple party account are presumed to own the account in equal undivided interests, unless there is satisfactory proof of the parties' net contributions to the account. The owners' net contributions to a joint multiple party account are calculated in accordance to Sec. 125.104(b) of the Texas Finance Code and Sec. 113.003 of the Texas Estates Code, as amended from time to time.

a. Rights of Survivorship. For joint multiple party accounts with rights of survivorship, on the death of one party, all sums in the account on the date of the death vest in and belong to the surviving party(ies) as his or her separate property and estate. This means that when one owner dies, ownership of the account passes to the surviving owner(s). If there are two or more surviving owners, their respective ownerships during lifetime shall be in proportion to their previous net contributions to the account, increased for each survivor by an equal share of any interest the decedent may have owned in the account immediately before his or her death. The rights of survivorship in the account continue until only one owner survives. For a joint multiple party account without rights of survivorship, when one owner dies, the deceased owner's interest in the account passes as part of the deceased owner's estate under his or her will or by the applicable laws of intestacy. Payment of the account is subject to other provisions of this Agreement protecting the Credit Union for honoring transfer and withdrawal requests of an owner or by an owner's agent prior to notice of an owner's death, and to our statutory lien for the owner's obligations, and to any security interest or pledge granted by the owner.

b. Control of Joint Multiple Party Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature or authenticated request of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. However, subject to a policy adopted by the Credit Union's board of directors, a member, by written notice to us, may change any joint owner designated on the account or remove any such joint owner, change the form of the account, or stop or vary payment under the terms of the account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

c. Joint Multiple Party Account Owner Liability. If an item deposited in a joint multiple party account is returned unpaid, a joint multiple party account is overdrawn, or we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for any returned item, overdraft, or unpaid amount and for any related fees and charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in the joint multiple account, regardless of who contributed the funds.

4. POD ACCOUNT - A POD account is a single or joint multiple party account that is payable on request to the owner(s) during his, her, or their lifetimes and, upon the death of all owners, is payable to the surviving named POD beneficiary(ies). Unless state law provides for different ownership or as permitted and documented by us, the beneficiaries will own the funds jointly in equal shares without rights of survivorship when there is more than



one surviving beneficiary. Any POD designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary of the existence of any account nor the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

5. ACCOUNTS FOR MINORS - We may require any account established by a minor to be a joint multiple party account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid amount on such account and for any related fees and charges. We may pay funds directly to the minor without regard to his or her minority. Unless a parent is an account owner, the parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. We will not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

6. ACCOUNTS SUBJECT TO TUTMA - An account designated as subject to the Texas Uniform Transfers to Minors Act (TUTMA) is a single party account for a minor. The account is created by the transfer of funds into an account subject to the TUTMA for a named minor. The transfer and all additional deposits to the account are irrevocable gifts to the minor. The transferor of the initial deposit to the account must name one person eligible under the TUTMA to serve as custodian of the account. The custodian has possession and control of the account and is required by law to manage the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. If the custodian dies without a successor custodian already named for the account, we may suspend the account until a successor custodian is named, we receive instructions from any person authorized by law to withdraw funds, or we receive a court order authorizing withdrawals.

7. CONVENIENCE ACCOUNT - A convenience account is an account established by one or more parties, the owners, who have authorized one or more other persons, the convenience signers, to make transactions to the account. All sums on deposit in a convenience account may be paid or delivered to the account, to the owner(s), or to the convenience signer(s) for the convenience of the owner(s). The convenience signer(s) have no ownership interest in a convenience account and no voting rights in the Credit Union. The deposit of funds to a convenience account does not affect the title to the deposit and does not constitute a gift to a convenience signer of the deposit, any additions, or any accruals. If anyone other than an account owner makes a deposit to a convenience account, the deposit and any additions and accruals are deemed to have been made by an owner. Upon the death of the last surviving owner, ownership of a convenience account passes as a part of the owner's estate under his or her will or by the applicable laws of intestacy; a convenience signer has no right of survivorship in the account. We may continue to pay funds in a convenience account to the convenience signer(s) until we receive written notice from any account owner not to make payment to a convenience signer(s) or until we receive written notice of the death of the last account owner. We have no duty to inquire about the use or purpose of any transaction made by a convenience signer for a convenience account except as required by applicable law. A convenience signer may be designated on other accounts; all laws that apply to the convenience signer designated on other accounts are equal to the extent of the law applicable to a convenience signer on a convenience account.

8. DEPOSIT OF FUNDS REQUIREMENTS - Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service.

b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

c. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

d. Final Payment. All checks, drafts, automated clearinghouse (ACH) transfers or other items credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a returned item fee on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or fund transfer.

e. Direct Deposits. We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by completing a separate authorization document. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

f. Crediting of Deposits. Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

9. ACCOUNT ACCESS

a. Authorized Signature. Your signature on the Account Card, or authentication and approval of your account, authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account information, even if you do not authorize a particular transaction.

b. Access Options. You may access your account(s) in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access or mobile application. We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any losses, expenses or fees we incur as a result of handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.

c. Credit Union Examination. We may disregard any information on any check or draft other than the signature of the drawer, the amount of the item, and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

10. FUND TRANSFERS - Fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code, such as wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to rules of the National Automated Clearinghouse Association (NACHA). We may execute certain requests for fund transfers by Fedwire which are subject to the Federal Reserve Board's Regulation J.

a. Authorization for Transfers/Debiting of Accounts. You may make or order fund transfers to or from your account. We will debit your account for the amount of a fund transfer from your account and will charge your account for any fees related to the transfer.

b. Right to Refuse to Make Transfers/Limitation of Liability. Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available balance in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with fund transfers to or from your account.

c. No Notice Required. We will not provide you with notice when fund transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

d. Interest Payments. If we fail to properly execute a payment order and such action results in a delay in payment to you, we will pay you dividends or interest, whichever applies to your account, for the period of delay as required by applicable law. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

e. Provisional Credit for ACH Transactions. We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.

f. Payment Order Processing and Cut-off Times. Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. Fund transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next fund transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

g. Identifying Information. If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

h. Amendments and Cancellations of Payment Orders. Any account owner may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

i. Security Procedures. We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

j. Duty to Report Unauthorized or Erroneous Fund Transfers. You must exercise ordinary care to identify and report unauthorized or erroneous fund transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

k. Recording Telephone Requests. You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.

l. Remittance Transfers. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. If we act as a remittance transfer provider and conduct a remittance transfer(s) on your behalf, the transaction(s) will be governed by 12 C.F.R. part 1005, subpart B - Requirements for remittance transfers. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

11. ACCOUNT RATES AND FEES - We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

12. TRANSACTION LIMITATIONS

a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals, and make transfers from the available balance in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers when you have an insufficient available balance in your account if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if, for example: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to repay a credit union loan on time. We may require you to give written notice of 7 to 60 days before any intended withdrawals.

b. Transfer Limitations. We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

13. CERTIFICATE ACCOUNTS - Any term share, share certificate, time deposit or certificate of deposit account (certificate account), whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, the Account Receipt for each account, and any other documents we provide for the account, the terms of which are incorporated herein by reference.

14. OVERDRAFTS

a. Payment of Overdrafts. If, on any day, the available balance in your share or deposit account is not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee, that is posted to your account, we may return the item or pay it, as described below. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have a sufficient available balance in order to pay an item. Your account may be subject to a fee for each item regardless of whether we pay or return the item. We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item.

If we offer standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; and (3) ACH transactions. For ATM and one-time debit card transactions, you must affirmatively consent to such coverage. Without your consent, the Credit Union may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient funds in your account. If you have established a service linking your share or deposit account with other individual or joint accounts, you authorize us to transfer funds from another account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft line-of-credit account, or other account you so designate. Services and fees for these transactions are shown in the document the Credit Union uses to capture your affirmative consent and the Schedule of Fees and Charges.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our standard overdraft services or any other service you may have authorized with us or, if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

b. How Transactions are Posted to Your Account. Basically, there are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

Credits. Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure provided at the time you opened your account for details regarding the timing and availability of funds from deposits.

Debits. There are several types of debit transactions. Common debit transactions are generally described below. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

- **Checks.** When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments from low to high dollar value.
- **ACH Payments.** We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted throughout the day in order of receipt.
- **PIN-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.
- **Signature-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. The authorization request places a hold on funds in your account when the authorization is completed. The "authorization hold" will reduce your available balance by the amount authorized but will not affect your actual balance. The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your account when they are received.

The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. This may also be the case where you present your debit card for payment at gas stations, hotels and certain other retail

establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

This is a general description of certain types of transactions. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law.

c. Understanding Your Account Balance. Your share draft account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. In such cases, subsequent posting of the pending transactions may further overdraw your account and be subject to additional fees. You should assume that any item which would overdraw your account based on your available balance may create an overdraft. You may check your available balance online at www.houstonfcu.org, at an ATM, by visiting a credit union branch or by calling us at (281) 243-0500.

15. POSTDATED AND STALEDATED CHECKS OR DRAFTS - You agree not to issue any check or draft that is payable on a future date (postdated). If you do draw or issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six months past its date; however, if the check or draft is paid against your account, we will have no liability for such payment.

16. STOP PAYMENT ORDERS

a. Stop Payment Order Request. Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

Stop payment orders for preauthorized debit transactions from your account are governed by Regulation E. Please refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on preauthorized debit transactions.

b. Duration of Order. A written stop payment order is effective for six months and may be renewed for additional six-month periods by submitting a renewal request in writing, or in a record if allowed by applicable law, before the stop payment order then in effect expires. We do not have to notify you when a stop payment order expires.

c. Liability. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay an item, as well as claims of any joint account owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.

17. CREDIT UNION LIABILITY - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

18. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check or draft cashing fees are stated in the Schedule of Fees and Charges.

19. REMOTELY CREATED CHECKS OR DRAFTS - For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through online communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

20. NON-FILMABLE MEDIA - You agree that in no event shall HFCU be liable for the failure of names, amounts, dates, terms or endorsements to appear on filmed or digitized copies of negotiable instruments where non-filmable/non-digitizable media is used to complete or endorse those instruments, or where the instrument has suffered damage prior to our receipt.

21. PLEDGE, RIGHT OF OFFSET AND STATUTORY LIEN - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against the

obligation owed to us. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law. If we do not apply or offset the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply or offset the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply or offset funds in your account(s) to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

22. LEGAL PROCESS - If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

23. ACCOUNT INFORMATION - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

24. NOTICES

a. Name or Address Changes. You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.

b. Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement at any time. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you. Notice to any account owner is considered notice to all account owners.

d. Electronic Notices. If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

25. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING - You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time we may close your account and return the balance to you, less any applicable service fees.

26. STATEMENTS

a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement that shows the transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for joint multiple party accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions. Checks are imaged and stored for a timeframe to comply with applicable record retention requirements. Upon request, we will provide you with a photocopy of a requested item within a reasonable time and assess fees against your account as set forth in the fee schedule. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.

b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement within 30 days of the date we sent or otherwise provided the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.

Unauthorized electronic fund transfers governed by Regulation E are subject to different reporting periods. Please refer to the Electronic Fund Transfers Agreement and Disclosure for reporting requirements pertaining to electronic fund transfers.

c. Notice to Credit Union. You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

d. Address. If we mail you a statement, we will send it to the last known address shown in our records. If you have requested to receive your statement electronically, we will send the statement or notice of statement availability to the last e-mail address shown in our records.

27. INACTIVE ACCOUNTS - As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our Schedule of Fees and Charges. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable or reserve account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

28. SPECIAL ACCOUNT INSTRUCTIONS - You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card or other document which evidences a change to an account and accepted by us.

29. TERMINATION OF ACCOUNT - We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if, for example: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we reasonably deem it necessary to prevent a loss to us; or (8) as otherwise permitted by law. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint multiple party account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us. Personal accounts may not be used for MSB (Money Service Business) services. If HFCU becomes aware of MSB transaction(s), HFCU reserves the right to suspend or terminate member's use of service immediately. Neither suspension nor termination shall affect your liability or obligations under this Agreement.

30. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

31. DEATH OF ACCOUNT OWNER - We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a owner's death. Even with such knowledge, we may continue to pay checks or drafts or honor other payments or transfer orders authorized by the deceased owner for a period of ten days after the owner's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts, or other items. We may require anyone claiming funds from an account of a deceased owner to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

32. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES - You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

33. SEVERABILITY - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

34. ENFORCEMENT - You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

35. GOVERNING LAW - This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Texas. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

36. NEGATIVE INFORMATION NOTICE - We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

37. MONITORING AND RECORDING COMMUNICATIONS - We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise prohibited by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

38. CONSENT TO CONTACT - By signing or otherwise authenticating an Account Card, you agree we and/or our third-party providers, including debt collectors, may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time. If you have provided a wireless telephone number(s) on or in connection with any account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you have provided to us.

In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e. cell phone number), to deliver to you any messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communications at the time of delivery.

ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Houston Federal Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share and share draft accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

1. EFT SERVICES — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

a. Visa Debit Card. If approved, you may use your Visa® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share draft account. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, Visa PLUS®, Co-Op, and Pulse networks, and such other machines or facilities as the Credit Union may designate. In addition, you may use your Visa card without a PIN for certain transactions on the Visa, Visa PLUS®, Co-Op, and Pulse networks. However, provisions of this Agreement relating only to Visa debit transactions, such as additional limits on your liability and streamlined error resolution procedures, do not apply to transactions processed through non-Visa networks. To initiate a Visa debit transaction, you may sign a receipt, provide a card number, or swipe or insert your card at a point-of-sale (POS) terminal and choose to route the transaction over a Visa network.

At the present time, you may also use your card to:

- Make deposits to your share and share draft accounts.
- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on Visa Debit Card transactions may apply:

- You may make 25 Visa Debit Card purchases per day.
- You may purchase up to a maximum of \$5,000.00 per day. This limit will be reduced to \$1,500.00 during any period in which the system is offline or unavailable.
- There is no limit to the number of cash withdrawals you may make in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$500.00 in any one (1) day from an ATM machine, if there are sufficient available funds in your account. This limit will be reduced to \$305.00 when the system is offline or unavailable.
- You may make 25 POS transactions in any one (1) day.
- You may purchase up to a maximum of \$1,000.00 from POS terminals per day, if there are sufficient available funds in your account. This limit may be reduced to \$750.00 when the system is offline or unavailable.

- There is a per day limit of 15 orders of goods or services by mail or telephone from places that accept Visa.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

b. TellerPhone. If we approve TellerPhone for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use TellerPhone to:

- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share, share draft, and money market accounts.
- Obtain balance information for your share, share draft, loan, IRA, money market, club, and certificate accounts.
- Make loan payments from your share, share draft, and money market accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under TellerPhone via a touch-tone telephone only. TellerPhone service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on TellerPhone transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

c. Preauthorized EFTs.

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share and/or share draft account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your share draft account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us in writing at any time up to three (3) business days before the scheduled date of the transfer. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

d. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

e. eTeller. If eTeller is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use eTeller to:

- Withdraw funds from your share, share draft, and money market accounts.
- Transfer funds from your share, share draft, and money market accounts.

- Obtain balance information for your share, share draft, loan, IRA, money market, club, and certificate accounts.
- Make loan payments from your share, share draft, and money market accounts.

Your accounts can be accessed under eTeller via personal computer. eTeller will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on eTeller transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

f. eTeller Mobile. If eTeller Mobile is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use eTeller Mobile to:

- Transfer funds from your share, share draft, loan, and money market accounts.
- Obtain balance information for your share, share draft, loan, money market, club, and certificate accounts.
- Make loan payments from your share, share draft, and money market accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
- Make bill payments to preauthorized creditors.
- Remote Deposit Capture - See Separate Disclosure.

Your accounts can be accessed under eTeller Mobile via mobile device or other approved access device(s). eTeller Mobile will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on eTeller Mobile transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

g. eCheck Bill Payment Service. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your share draft account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on eCheck Bill Payment Service transactions may apply:

- There is no limit on the number of bill payments per day.

2. TRANSFER LIMITATIONS — For all share and money market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

3. CONDITIONS OF EFT SERVICES —

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign Transactions.

Visa. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa

itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction.

d. Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

4. FEES AND CHARGES — We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry.

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

5. MEMBER LIABILITY — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft protection). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code 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 lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

(281) 243-0500

or write to:

Houston Federal Credit Union
16320 Kensington Drive
Sugar Land, TX 77479
Fax: (281) 243-0787

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

6. RIGHT TO RECEIVE DOCUMENTATION —

a. Periodic Statements. Transfers and withdrawals made through any debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (281) 243-0500. This does not apply to transactions occurring outside the United States.

7. ACCOUNT INFORMATION DISCLOSURE — We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

8. BUSINESS DAYS — Our business days are Monday through Saturday, excluding holidays.

9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

10. NOTICES — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.

- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

11. BILLING ERRORS — In case of errors or questions about electronic fund transfers from your share and share draft accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

(281) 243-0500

or write to:

Houston Federal Credit Union
16320 Kensington Drive
Sugar Land, TX 77479
Fax: (281) 243-0787

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error has 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 credit your account within ten (10)** business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

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 you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

** If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit as described above.

12. TERMINATION OF EFT SERVICES — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

13. GOVERNING LAW — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Texas, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

14. ENFORCEMENT — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.

FUNDS AVAILABILITY POLICY DISCLOSURE

This Disclosure describes your ability to withdraw funds at Houston Federal Credit Union. It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

1. GENERAL POLICY — Our policy is to make funds from your cash and check deposits available to you on the next business day after we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before the close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit before 2:00 p.m. at an ATM that we own or operate on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit (ATM or night depository) after our cutoff hour, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

2. RESERVATION OF RIGHT TO HOLD — In some cases, we will not make all of the funds that you deposit by check available to you on the next business day after we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the next business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

3. HOLDS ON OTHER FUNDS — If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this Disclosure for the type of check that you deposited.

4. LONGER DELAYS MAY APPLY — We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

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

5. SPECIAL RULES FOR NEW ACCOUNTS — If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the fifteenth business day after the day of your deposit.

6. DEPOSITS AT NONPROPRIETARY ATMS — Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

7. FOREIGN CHECKS — Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this Disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn.

TRUTH-IN-SAVINGS DISCLOSURE

EFFECTIVE DATE: Current effective dates are stated within the Investment Products Rate Schedule given with this Truth-in-Savings document.

RATE SCHEDULE

ACCOUNT TYPE	DIVIDENDS				BALANCE REQUIREMENTS				ACCOUNT LIMITATIONS
	Dividend Rate/ Annual Percentage Yield (APY)	Dividends Compounded	Dividends Credited	Dividend Period	Minimum Opening Deposit	Minimum Daily Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Method	
Regular Share \$ 5.00 - \$19,999.99 \$ 20,000.00 - \$99,999.99 \$100,000.00 or greater	See Separate Rate Sheet	Monthly	Monthly	Monthly (Calendar)	\$5.00	—	\$5.00	Average Daily Balance	Account transfer limitations apply
Regular Share (Non-Dividend Earning)		—	—	—	\$5.00	—	—	—	Account transfer limitations apply
Club		Monthly	Monthly	Monthly (Calendar)	\$5.00	—	\$5.00	Average Daily Balance	Account transfer limitations apply
IRA Savings \$ 5.00 - \$99,999.99 \$100,000.00 or greater		Monthly	Monthly	Monthly (Calendar)	\$5.00	—	\$5.00	Average Daily Balance	Account transfer limitations apply
Money Market \$ 2,000.00 - \$ 9,999.99 \$ 10,000.00 - \$19,999.99 \$ 20,000.00 - \$39,999.99 \$ 40,000.00 - \$99,999.99 \$100,000.00 or greater		Monthly	Monthly	Monthly (Calendar)	\$2,000.00	—	\$2,000.00	Average Daily Balance	Account transfer limitations apply
HSA Checking		Monthly	Monthly	Monthly (Calendar)	\$25.00	—	\$5.00	Average Daily Balance	—
360 Secure Checking		Monthly	Monthly	Monthly (Calendar)	\$25.00	—	—	Average Daily Balance	—
Basic Checking		—	—	—	\$25.00	—	—	—	—
Youth Checking		—	—	—	\$25.00	—	—	—	Account limitations apply.

ACCOUNT DISCLOSURES

Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts.

1. RATE INFORMATION — The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend

rate and frequency of compounding for an annual period. For Regular Share, Club, IRA Savings, Money Market, HSA Checking, and 360 Secure Checking accounts, the dividend rate and annual percentage yield may change monthly as determined by the Credit Union's Board of Directors. The dividend rates and annual percentage yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend

period. Regular Share, IRA Share, and Money Market accounts are tiered rate accounts. The balance ranges and corresponding dividend rates and annual percentage yields applicable to each tier are disclosed in the Rate Schedule. For tiered rate accounts, once a particular range is met, the dividend rate and annual percentage yield for that balance range will apply to the full balance in your account.

2. NATURE OF DIVIDENDS — Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

3. DIVIDEND COMPOUNDING AND CREDITING — The compounding and crediting frequency of dividends and the dividend period applicable to each account are stated in the Rate Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.

4. ACCRUAL OF DIVIDENDS — For all earning accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, you will not receive the accrued dividends.

5. BALANCE INFORMATION — To open any account, you must deposit or already have on deposit the minimum required share(s) in any account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For Regular Share, Club, IRA Share, Money Market, and HSA Checking accounts, there is a minimum average daily balance required to earn the annual percentage yield disclosed for the dividend period. If the minimum average daily balance requirement is not met, you will not earn the annual percentage yield stated in the Rate Schedule. For accounts using the average daily balance method as stated in the Rate Schedule, dividends are calculated by applying a periodic rate to the average daily balance in the account for the dividend period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

6. ACCOUNT LIMITATIONS — For Regular Share, Club, IRA Savings, and Money Market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed. For Youth Checking accounts, if you are 12 to 17 years of age you may open a Youth Checking account with a joint owner who is 18 years of age or older. Once you turn 18, the joint owner may be removed. At the age of 18, your Youth Checking account will convert to a Dividend Earning 360 Secure

Checking account with applicable fees. For HSA Checking, 360 Secure Checking, and Basic Checking accounts, no account limitations apply.

See Schedule of Fees and Charges for other fees that may be associated with your accounts.

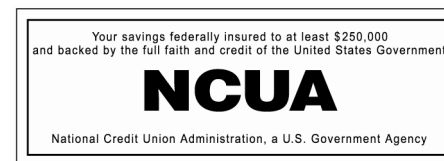
7. FEES FOR OVERDRAWING ACCOUNTS — Fees for overdrawing your account may be imposed per presentation on each check, draft, item, ATM transaction and one-time debit transaction (if member has consented to overdraft protection plan for ATM and one-time debit card transactions), preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Membership and Account Agreement and Funds Availability Policy Disclosure for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for your account, such fees may reduce your approved limit. Please refer to the Schedule of Fees and Charges for current fee information. For ATM and one-time debit transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

8. MEMBERSHIP — As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below.

Par Value of One Share	\$5.00
Number of Shares Required	1

9. RATES — The rates and fees provided in or with the Investment Products Rate Schedule are accurate as of the effective date indicated on this Truth-in-Savings Disclosure. If you have any questions or require current rate and fee information on your accounts, please contact the Credit Union.

10. FEES — See separate Schedule of Fees and Charges for a listing of fees and charges applicable to your account(s).



Checking Account Fees

Basic Checking (per month)	No Charge
360 Secure Checking (per month, per checking account)	\$6.00
Youth Checking (per month)	No Charge
Check printing	Prices vary depending on style
Temporary Check (per check)	\$2.00

Money Market/Savings Account Fees

Savings/Money Market (excess withdrawal fee).....	\$17.00
<small>(Checks or Preauthorized withdrawals in excess of six per month)</small>	

Other Service Fees (applies to all accounts & services)

Account Activity Printout/Statement Copy	\$2.00
Check Bill Payment Service	No Charge†
<small>(†Must use at least once every 90 days or a \$3.00 per month fee)</small>	
Bill Payment Charitable Donation.....	\$1.99
Bill Payment Gift Check	\$2.99
Bill Payment Overnight Delivery	\$34.95
Bill Payment Second Day Delivery.....	\$29.95
Bill Payment Electronic Rush Payment.....	\$6.95
Inactive Account (per month)	\$7.50
<small>(dormant 12 months – Balance \$100 or less)</small>	
Check Cashing Non-Member	\$5.00
Bad Address Fee (per month).....	\$7.50 / Month
ATM (HFCU Member)	No Charge
<small>(ATMs we own/operate; Surcharge free ATMs listed on HFCU’s website)</small>	
ATM (HFCU Member)	\$1.00
<small>(ATMs we do <u>not</u> own/operate or surcharge free ATMs <u>not</u> listed on HFCU website. ATM owner may assess an additional surcharge fee.)</small>	
ATM (Non-Member)	\$2.00
Card replacement (One free per calendar year)	\$5.00
Cashier’s Checks (One free per day for HFCU member)	\$3.00
Cashier’s Checks (Non-Member)	\$5.00
Money Order	\$2.00
Collection item	
Incoming.....	\$10.00
Outgoing (Domestic).....	correspondent fees plus \$15.00
Outgoing (International)	correspondent fees plus \$25.00
Check Copy (per item)	\$2.00
Check Copy – Online Banking	No Charge
Check Returned (given to you by a third party)	\$5.00
Check Returned (self to self)	\$23.00
Gift Cards up to \$1,000 (per card)	\$3.95
Nonsufficient funds – NSF* (per item presentation)	\$24.00
<small>(Not to exceed 5 charges per day, excess item(s) returned unpaid with no fee)</small>	
Overdraft Protection – ODP* (per item presentation)	\$24.00
<small>(Not to exceed 5 charges per day)</small>	
Statements – Electronic (per month)	No Charge
Statements – Printed/Mailed† (per month) ...	\$3.00
Stop payments (per item)	\$25.00
Signature Guarantee (per event)	\$25.00

Wire Transfer Fees

Wire Transfer

Domestic Outgoing	\$15.00
Domestic Incoming	No Charge
Foreign Outgoing	correspondent fees plus \$47.00
Foreign Incoming	No Charge

Research Fees

Account Balancing Assistance	\$25.00
<small>(per hour / 1 hour minimum)</small>	
Account Research	\$25.00
<small>(per hour - 1 hour minimum)</small>	
Garnishments, Executions, Levies, Subpoenas	\$50.00
<small>+ legal fees + \$25.00 per hour research + \$2.00 per copy</small>	
IRS Subpoenas	fee as authorized by IRS

Safe Deposit Box Fees

Box Size and Annual Fee

2 x 5 x 24.....	\$17.50
3 x 5 x 24.....	\$22.50
5 x 5 x 24.....	\$27.50
3 x 10 x 24.....	\$40.00
5 x 10 x 24.....	\$60.00
10 x 10 x 24.....	\$100.00

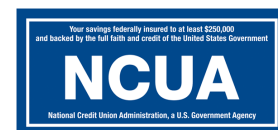
Drill Box Fee	Fee assessed by Vendor
Replacement Keys	\$25.00
Late Fee	\$10.00
Nonsufficient funds – NSF (of annual renewal fee)	\$24.00

Lending & Credit Card Fees

Collection Fees	
<small>All costs involved in collecting amount owed to HFCU including court costs and reasonable attorney fees.</small>	
Late Fee – Credit Card (the lesser of) \$15.00 or amount of the required minimum payment if you are ten (10) or more days late.	
Minimum Payment (the greater of) \$20.00 or 2% of balance	
Over the Limit Fee	\$15.00
<small>Applied when account balance limit exceeds \$100 during a billing cycle. Charged once per billing cycle.</small>	
Filing Fees	
<small>All lien filing fees for security interest in any secured loans.</small>	
Late Fee - Loans (the lesser of) \$25.00 or 5% of payment when 10 or more days late	
Late Title Registration Penalty Fee	\$250.00
Electronic Title Lien Fee	\$5.00
Skip-a-Pay Fee (per loan skipped)	\$25.00
Telephone Payment Convenience Fee	\$10.00

* Fees are charged if you do not have a sufficient **available balance** on your account. The fee will be charged whether the item is paid or it is returned unpaid. Items can be presented multiple times and will be charged per presentation. Nonsufficient funds and Overdraft fees imposed on transactions by check, in-person withdrawal, ATM withdrawal, ACH or any other electronic means. ODP fee charged when balance reaches -\$10.00.
Fees may reduce earnings.

†Accounts enrolled to receive paper statements prior to October 1, 2024 will not incur a charge on their account. Any enrollment changes on or after October 1, 2024 to this selection could incur charges. Rev 12/2025 V3



What You Need to Know about Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough available funds in your account to cover a transaction, but HFCU pays it anyway. HFCU can cover your overdrafts in three different ways:

1. We offer Transfer Overdraft Protection, which is linked to one of your share savings accounts, which may be less expensive than the Basic Courtesy Overdraft Protection.
2. We also have Basic Courtesy Overdraft Protection that comes included with your checking account.
3. We also offer Enhanced Courtesy Overdraft Protection, which you must opt into, and which offers you protection over the greatest number of transactions. To learn more, read below or ask us about these plans.

This notice explains our Transfer, Basic, and Enhanced Overdraft Protection practices.

➤ What is the Transfer Overdraft Protection?

We offer the ability to link one of your share savings accounts to your checking account to cover any overdrafts you may incur.

- The least expensive method to cover inadvertent overdrafts.
- A transfer from one of your share savings accounts to cover an overdraft in your checking account.
- Coverage is not limited to **\$750** like the other overdraft services and is not limited to only one share savings account.
- Houston Federal Credit Union limits certain transfers and withdrawals from a savings account to six per month and a fee may be assessed for any additional transfers.

➤ What is the Basic Courtesy Overdraft Protection that comes with my checking account?

We do authorize and pay overdrafts for members in good standing on the following types of transactions:

- Checks and other transactions made using your checking account number.
- Automatic bill payments.

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

- ATM transactions.
- Everyday debit card transactions.

Basic Courtesy protection has a limit of \$750 (including fees) and is only available on HFCU checking accounts

➤ What is the Enhanced Overdraft Courtesy Protection?

Enhanced protection is offered for members in good standing that will authorize and pay overdrafts for the following types of transactions in addition to those paid by the Basic Courtesy Overdraft protection:

- ATM transactions.
- Everyday debit card transactions.

Your checking account does not automatically include Enhanced protection; you must contact HFCU and opt-in for the additional protection (*see below*); you have the right to opt-out at any time

Enhanced protection has a limit of \$750 (including fees) and is only available on HFCU Checking accounts

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 and you may be charged an NSF (non-sufficient funds) fee.

➤ **What fees will I be charged if HFCU pays my overdraft?**

Under both our Basic and Enhanced overdraft practices:

- We will charge you a fee of **\$24** each time an item is submitted for payment.
 - There is a limit of five (5) per day on the total fees we may charge you for overdrawing your account.
 - HFCU will not pay items if your account does not contain available funds under the Basic Courtesy or Enhanced Overdraft Courtesy Protection limit to cover the item(s) and the amount of any fee(s).
 - You must deposit the full amount of the overdraft (within 30 days), including any fees assessed, and maintain a positive balance for at least one business day to continue to receive Overdraft Protection.
 - Items can be presented multiple times and will be charged per presentation.
- What must I do if I want the Enhanced protection so HFCU may authorize and pay overdrafts on my ATM and everyday debit card transactions through the Enhanced protection program?

If you also want HFCU to authorize and pay overdrafts on ATM and everyday debit card transactions, call us at **281.243.0500** or toll-free at **1.866.OUR.HFCU (1.866.687.4328)**, submit our secure online form available through our overdrafts page at **www.houstonfcu.org**, or complete the form below and drop it off at any HFCU location, fax it to us at: **281.243.0772**, or mail it to our main office at: **Houston Federal Credit Union, 16320 Kensington Drive, Sugar Land, TX 77479**. Member must be in good standing for overdrafts to be paid regardless of plan.

HFCU Enhanced Courtesy Overdraft Protection Opt-In Form

_____ I ***do*** want HFCU to authorize and pay overdrafts on my ATM and everyday debit card transactions

_____ I ***do not*** want HFCU to authorize and pay overdrafts on my ATM and everyday debit card transactions

Printed Name: _____

Date: _____

HFCU Account Number: _____

IMPORTANT INFORMATION ABOUT HFCU'S COURTESY OVERDRAFT PROTECTION SERVICES

The following important information covers elements of HFCU's Courtesy Overdraft Protection services. The words "you" and "yours" refer to any signer on the account. The words "we," "us," and "our" refer to the Credit Union. The word "account" refers to any one (1) or more share or other accounts you may have with the Credit Union.

Courtesy Overdraft Protection Services are Discretionary Services. HFCU's Courtesy Overdraft Protection Services does not constitute an actual or implied agreement between you and HFCU. Nor does it constitute an actual or implied obligation of or by HFCU. HFCU will not be obligated to pay any item presented for payment when your account does not contain sufficient available and/or collected funds. These services represent a purely discretionary courtesy privilege that HFCU may provide to you from time to time and which may be withdrawn without prior notice, reason or cause. *The Credit Union may refuse to pay an overdraft at any time, even though the account is in good standing and even though the Credit Union may have previously paid overdrafts for that account and/or member.*

You Authorize. You authorize us to review your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your current and continued eligibility for the accounts and services you request.

Fees Charged. Normal fees and charges including, without limitation, non-sufficient funds (NSF) or overdraft (OD) fees will be assessed as set forth in the HFCU Fee Schedule and will be charged for each transaction initiated for payment from a checking account that does not have sufficient available and/or collected funds on deposit. Typically, you will be charged the normal NSF or OD fee whether an overdraft item is paid or returned unpaid.

Any and all fees and charges, including without limitation, NSF and/or OD fee (as set forth in the HFCU Fee Schedule) will be included in the overdraft limit and will apply to any transaction that overdraws the account including, but not limited to, payments authorized by checks, ACH/ electronic items, HFCU-owned and foreign ATMs, debit card, home banking, bill payment and telephone audio response banking transactions. It may be possible that your account will become overdrawn in excess of the Overdraft Protection amount as a result of the assessment of a fee.

Courtesy Overdraft Protection Limit. Generally, a limit of \$750 may be available for qualifying accounts for the Basic Courtesy Overdraft Protection service regardless of whether the account participates or not in the Enhanced Courtesy Overdraft Protection service.

Your Responsibility. The amount of any overdrafts plus the NSF and/or OD fee(s) that are owed on your account is considered due and payable immediately but not more than 30 days from when the account became overdrawn. If there is an overdraft paid by HFCU on an account with more than one (1) owner or authorized signer as noted on the account card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly liable for such overdraft(s) plus the NSF and OD fee(s).

Membership and Account Agreement. At the time an account is opened, a Membership and Account Agreement is provided to you. The agreement controls the duties, obligations and rights of the account owners, the authorized signatories and HFCU with regard to member accounts. The Membership and Account Agreement (and all amendments) and its terms shall control possible conflict(s), if any, between these discretionary services and the Membership and Account Agreement. A copy of the Membership Account Agreement and Disclosure is available to you on request from HFCU.

Non-Eligible Accounts for Courtesy Overdraft. Savings, Money Market, Public Funds, Charitable Organization, and Minor accounts are not eligible for HFCU's Basic or Enhanced Courtesy Overdraft Protection. HFCU may limit the number of accounts eligible for courtesy overdraft protection to one account per household and one account per taxpayer ID.

Notification of Your Items Paid or Returned. You will be notified by mail or any other method of notification agreed upon by both you and the Credit Union of any non-sufficient funds items paid or returned; however, we will have no obligation to notify you before we pay or return any item.

Opt-In and Opt-Out. For the Enhanced Courtesy Overdraft Protection service to be available on your account *you must Opt-In* for the service. You are free to Opt-Out of the Enhanced, the Basic Courtesy Overdraft Protection or both at any time.

Order of Your Payments. Checks, drafts, items and other transactions may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft or item and execute other transactions on your account in any order we choose. The order in which we process checks, drafts and items and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.

HFCU will not pay overdrafts for ATM or everyday debit card transactions unless you have opted in Enhanced Courtesy Overdraft Protection service for the payment of these overdrafts. In order to avoid overdrafts due to ATM and everyday debit card transactions, HFCU will place a hold on your account for any ATM or everyday debit card transactions authorized until the transaction settles. ATM and everyday debit card transactions usually settle within two business days after the transaction is authorized. The amount of the hold will be for the amount authorized, or as permitted under applicable payment network rules. Holds on authorized ATM and everyday debit card transactions will be removed prior to settlement where required by applicable payment network rules.

How You Can Qualify for Courtesy Overdraft. For HFCU to consider payment of transactions under the Courtesy Overdraft Protection services, you and your account(s) must satisfy the following criteria.

- You must be at least 18 years of age and
- Your account must be open for at least (30) days and
- Your account must be in "good standing"

Some examples of an account in "good standing" include but are not limited to:

- You demonstrate responsible account management such as
 - making regular deposits in the account at least once every thirty (30) calendar day period;
 - depositing at least \$500 or more in the account within each thirty (30) calendar day period and
 - bringing your account(s) to a positive balance (not overdrawn) at least once every thirty (30) calendar day period (including payment of all Credit Union fees and charges);
- You are not in default on any loan obligation to the Credit Union; and
- Your account(s) is not the subject of any legal or administrative order or levy such as a bankruptcy or tax lien.

Important Notice to Members Regarding Transaction Limitations on Your Savings and Money Market Accounts

Houston Federal Credit Union limits certain transfers and withdrawals you can make from a [savings](#) or [money market](#) account. **Checking accounts are not limited and you can make unlimited withdrawals from your checking account.**

Why are my transactions limited?

Savings and money market accounts are designed to promote savings. Therefore, Houston Federal Credit Union allows members to perform up to six withdrawals or transfers from a savings or money market account per month. Any transfers or withdrawals in excess of the allowable six per month will be effected in one, or all, of the following ways:

- ✚ **Rejecting transactions in excess of the six allowed transactions**
- ✚ **Charging a \$17.00 fee for each transaction in excess of the six**
- ✚ **Restyling your money market or savings account to a checking account**

What transactions count toward the six allowed?

The combined transactions that cannot exceed six per month from a [savings](#) or [money market account](#) include, but are not limited to:

- ✚ Checks or drafts made payable to third parties
- ✚ Debit card purchases and ATM point-of-sale transactions
- ✚ Preauthorized or automatic transfers to a third party – including ACH
- ✚ Transfers initiated through eTeller, HFCU's online banking service
- ✚ Checks initiated through eCheck, HFCU's online bill pay service
- ✚ Automated transfers from savings or money market accounts to cover overdrafts (overdraft protection)
- ✚ Calls to a HFCU Member Services Representative, or Call Center Representative, to transfer funds
- ✚ Transfers to other accounts at the Credit Union
- ✚ Wire transfers to accounts at other financial institutions

Houston Federal Credit Union **does not** limit the number of [deposits](#) into a savings or money market account. It only limits the number of withdrawals from those types of accounts.

Which types of withdrawals are not subject to these limits?

The following types of withdrawals or transfers are not limited:

- ✚ Withdrawals made in person at the Credit Union
- ✚ Withdrawals made at Automated Teller Machines (ATMs)
- ✚ Letter mailed to the Credit Union requesting a withdrawal if the check is made payable to you
- ✚ Withdrawals made by telephone, fax, or computer if the check is made payable to you and mailed to you
- ✚ Payments to a loan account held at the Credit Union

How can I conduct my transactions so I avoid exceeding the limitations?

- ✚ Plan your budget and transactions in order to make one or two large withdrawals or transfers to cover your bills per month
- ✚ Open a checking account
- ✚ Move your direct deposit from your savings to your checking account
- ✚ Use your checking account to pay your bills
- ✚ Choose transactions that are not limited (ATM withdrawals or in-person withdrawals)

Please be reminded that the transfer and withdrawal limitations apply to your savings and money market accounts. If you have any questions about these limitations, please call a Member Services Representative at 281.243.0500 or toll-free at 1.866.OUR.HFCU (687.4328).



Houston Federal Credit Union SMS Texting Terms and Conditions

PLEASE READ THESE SMS TEXTING TERMS AND CONDITIONS. BY USING THIS SERVICE, YOU CONSENT AND AGREE TO ABIDE BY AND BE BOUND TO THESE SMS TEXTING TERMS AND CONDITIONS. IN THE EVENT THESE TERMS AND CONDITIONS SHOULD CONFLICT WITH ANY TERMS OF THE MEMBERSHIP AND ACCOUNT AGREEMENT OR ANY OTHER AGREEMENT TO WHICH YOU ARE BOUND WITH RESPECT TO TEXT MESSAGING, THE TERMS HEREIN SHALL PREVAIL.

By initiating an affirming text to any Houston Federal Credit Union (HFCU) telephone number, or by providing your telephone number to us in connection with a transaction, you expressly consent to receive marketing or non-marketing text messages, as applicable, from HFCU at the telephone number(s) that you provide. You may opt-out of these communications at any time by following the instructions below. For marketing and promotional messages, your consent is not a precondition of purchasing any property, goods, or services.

Program Description

Houston Federal Credit Union text messages are intended to provide you with general information and transaction information, as well as marketing and promotional information (for those who have opted in or will opt in to receive marketing and promotional information) regarding HFCU products and services (e.g., events and promotions offered by HFCU or any of its authorized vendors).

Message Frequency

The number of Houston Federal Credit Union text messages that you receive will vary depending on the HFCU text messaging programs for which you consent to receive messages and the frequency of the messages sent by those programs.

Cost

Message and data rates may apply to each text message sent or received in connection with Houston Federal Credit Union text messages, as provided in your mobile telephone service rate plan (please contact your mobile telephone carrier for pricing plans), in addition to any applicable roaming charges. HFCU does not impose a separate fee for sending HFCU text messages; however, you are responsible for any fees imposed by your mobile carrier of any kind whatsoever.

How to Opt-In

To opt-in to receive text messages from a Houston Federal Credit Union text messaging program(s) that require(s) opt-in, please follow the instructions provided by the specific program from which you wish to receive messages. For example, you may be asked to reply in the affirmative in the manner indicated in an initial text message (e.g., Y or Yes or Start) to consent to receive marketing and promotional text messages from HFCU.

Some text messaging programs are automatic when you provide your telephone number to us and do not require opt-in. For such programs, by providing your telephone number to us, you agree that we and our third-party providers, including debt collectors, may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e., cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law.

How to Opt-Out

To stop receiving text messages from a specific Houston Federal Credit Union text messaging program, text STOP to the HFCU telephone number from which the text messages are sent. You acknowledge that you will then receive one (1) final message from HFCU confirming you opt-out of that text messaging program. Following such confirmation message, no additional text messages associated with that program will be sent to you unless you opt-in to a specific program. **This will only opt you out of the specific text messaging program associated with that HFCU telephone number.** You will remain opted in to other HFCU text messaging programs.

To stop receiving text messages from ALL HFCU text messaging programs, text STOPALL to any HFCU telephone number from which text messages are sent. You acknowledge that you will then receive one (1) final message from HFCU confirming you opt-out of ALL HFCU text messaging programs. Following such confirmation message, no additional text messages associated with any program will be sent to you unless you opt in to a specific program from which you wish to receive text messages. This will not opt you out of HFCU eTeller Online Banking automated alerts or card alerts and protections, or card alerts received through the HFCU Fraud Center with the short code of 96923, which are separate services from HFCU's text messaging program. Please visit www.houstonfcu.org and access your eTeller Online Banking to deactivate alerts, or reply STOP to the HFCU Fraud Center card alerts to opt-out. These Terms and Conditions will still apply if you withdraw consent or opt-out of the HFCU text messaging service.

You may also withdraw your consent to be contacted on your wireless telephone number(s) at any time by providing written notice to us at 16320 Kensington Drive, Sugar Land, TX 77479, by email to talktous@houstonfcu.org, or via phone at (281) 243-0500 or toll-free at (866) 687-4328.

Electronic Disclosures

Some disclosures we are required to provide to you in connection with your consent to receive text messages must be in writing, but by consenting by way of replying to our text message to your cell phone, you agree to receive these disclosures electronically. You may obtain a paper copy of these disclosures for no charge by contacting HFCU at (281) 243-0500 or toll-free at (866) 687-4328. Your consent to receive electronic disclosures applies to any disclosures we are required to provide to you in connection with your consent to receive text messages. You may withdraw your consent to receive electronic disclosures at any time by contacting us at one of the numbers above. You should also call one of the numbers above to update us with any information needed to contact you electronically (for

example, your email address). To access the disclosures, you will need to have a cell phone capable of receiving and displaying SMS text messages. To retain the disclosures, your cell phone device will need to have software capable of displaying PDF files and a connected printer or sufficient storage space to download the disclosures.

Your Mobile Telephone Number

You represent that you are the account holder for the mobile telephone number(s) that you are designating to us as your cell phone. You are responsible for notifying HFCU immediately if you change your mobile telephone number, transfer it to someone else, or release it to your telephone company. You may notify HFCU of any phone number change by contacting HFCU at (281) 243-0500 or toll-free at (866) 687-4328 or by visiting any HFCU branch location. You may also update your personal contact information in eTeller Online Banking. You agree to indemnify HFCU in full for all claims, expenses, and damages related to or caused in whole or in part by your failure to notify HFCU if you change, transfer, or release your telephone number as described above, including but not limited to, all claims, expenses, and damages related to or arising under the Telephone Consumer Protection Act.

Access or Delivery to Mobile Network is Not Guaranteed

It is your responsibility to determine if your mobile carrier supports text messaging and if your mobile device is capable of receiving text messages. Your receipt of our text messages is subject to the terms and conditions of your agreement(s) with your mobile carrier.

Delivery of information and content to a mobile device may fail due to a variety of circumstances or conditions. You understand and acknowledge that network services, including but not limited to mobile network services, are outside of HFCU's control, and HFCU is not responsible or liable for issues arising from such network services (e.g., delayed or undelivered messages or the security of any messages).

Support

To request more information or for support, please contact HFCU at (281) 243-0500 or toll-free at (866) 687-4328 or by visiting any HFCU branch location.

Eligibility

To receive Houston Federal Credit Union text messages, you must be a resident of the United States and 18 years of age or older. HFCU reserves the right to require you to prove that you are at least 18 years of age.

Changes to Terms and Conditions

Houston Federal Credit Union may revise, modify, or amend this Agreement at any time and as allowed by law. Any such revision, modification, or amendment shall take effect as of the date of the Agreement.

You agree to access and review the SMS Texting Terms and Conditions periodically to ensure that you are aware of any updates or changes. Your continued consent to receive HFCU text messages will indicate your acceptance of said updates and changes.

Termination of Text Messaging

We may suspend or terminate your access and receipt of HFCU text messages if we believe you are in breach of this Agreement and/or your HFCU Membership and Account Agreement. Your receipt of HFCU text messages is also subject to termination in the event that your mobile telephone service terminates or lapses. HFCU reserves the right to modify or discontinue, temporarily or permanently, all or any part of the text messaging service, with or without notice to you, as permitted by law.

Security

You acknowledge that HFCU text messages are sent to you unencrypted and may include general information about an application or your HFCU account. HFCU will not include your full account number, password, or other sensitive information in a text message. You agree not to send sensitive or nonpublic personal information to HFCU in an unencrypted text message. Requests for personal information or sensitive records and/or documents will be submitted through a secured link provided in the text. A text message does not constitute a record for the account to which it pertains. The information in the text messages is provided on an "AS IS," and "AS AVAILABLE" basis. HFCU will not be responsible for any loss or damage that could result from interception or misuse of any information by third parties or undelivered text messages as allowed by law. If you receive a text message purported to be sent from HFCU that requests access to your nonpublic personal information or device access credentials, do not respond to it. Instead, contact HFCU immediately at (281) 243-0500 or toll-free at (866) 687-4328.

Privacy

Your privacy is important to us. Please visit www.Houstonfcu.org to review our Privacy Policy.

Welcome to 360 Secure Checking! Effective October 1, 2024

Benefits Service Disclosure

Please review this document for information about some of the features of **360 Secure Checking**, including complete details regarding access to all the benefits¹.

- **Great Banking Features:** Visa® Debit Card, Card Fraud Protection Service, Online Bill Pay¹, Online and Mobile Banking², Co-op Shared Branch and ATM Network, Remote Deposit Anywhere², Electronic Statements³, Direct Deposit, Dividends⁴ and more.
- **IDPROTECT® – Identity Theft Monitoring and Resolution Service⁵ for you and your joint account owner(s):**
 - **Single Bureau Credit File Monitoring*** – daily credit file monitoring and automated alerts of key changes to your Transunion credit report.
 - **Identity Monitoring*** – monitoring of more than 1,000 databases and public records to identify suspicious activity, including credit header information, phone records, United States Postal Service records, and more. A risk rating is generated with each monthly scan and if your scan reflects a high-risk score, you will be notified.
 - **Credit Report*** – ability to request a single bureau report every six months or upon opening an identity theft resolution case.
 - **Credit Score^{6,*}** – ability to request a single bureau score every month.
 - **Credit Score Tracker^{6,7}** – receive valuable insight into your credit score.
 - **Credit Score Simulator^{6,*}** – use the Score Simulator to see how different actions, such as increasing card limits, or paying off a loan, will impact your VantageScore.
 - **Up to \$10,000 Identity Theft Expense Reimbursement Coverage⁸** – to cover expenses associated with restoring your identity.
 - **Fully Managed Identity Theft Resolution Services** – access to a fraud specialist assigned to manage your case until your identity is restored.
 - **Debit and Credit Card Registration*** – register your credit, debit and ATM cards and have peace of mind knowing you can call one toll-free number to cancel and request replacement cards should your cards become lost or stolen.
 - **Dark Web Monitoring*** – monitor your personal information on the dark web and receive alerts when your personal information is exposed.
 - **Financial Wellness 360⁹** – access your financial wellness platform with unlimited one-on-one coaching, interactive courses, videos, booklets, infographics, and more to help maximize financial wellness. *(available via mobile and web only)*
- **Cellular Telephone Protection⁸**
- **RideShare Protection⁸**
- **Roadside Assistance Service⁸**
- **Fuel Savings^{9,*}**
- **Telehealth^{10,*}**
- **Travel and Leisure Discounts (available via mobile and web only)**

Accessing Your Benefits Beginning October 1, 2024!

To access your 360 Secure Checking benefits above, you will need to complete registration by:

- Logging in to your HFCU Online or Mobile Banking account. Navigate to the credit score widget on your dashboard and click "Get Started". You will follow the prompts on the screen to register.

We recommend primary account owner waits until October 7th to access benefits through Online or Mobile banking to allow for activation of the credit file monitoring benefit (see reverse for more information regarding activation of credit file monitoring for primary and joint account owner(s)).

- Once registration is complete, continue accessing your benefits through your HFCU Online or Mobile Banking.

Call the Benefits Service Center at 1-866-210-0361 for questions related to any of the benefits and services listed above.

Thank you for allowing us to serve your financial needs. We appreciate your trust in us. If you have any questions regarding your 360 Secure Checking account or the benefits listed above, please speak with a representative at Houston Federal Credit Union.

Please refer to the Terms & Conditions of 360 Secure Checking on reverse for more details regarding activation and access to the benefits and services, including important disclosures.

TERMS AND CONDITIONS:**IDProtect® Monitoring Services**● **IDProtect® – Identity Theft Monitoring and Resolution Service⁵:**○ **Monitoring Services:**

-
- Credit File Monitoring**
- Daily credit file monitoring and automated alerts of key changes to your Transunion credit report.

ACTIVATION: (Primary Account Owner): Effective October 7, 2024, Credit File Monitoring will be turned on for the primary account owner, provided primary account owner is 18 years of age or older and information has been verified by the Credit Reporting Agency (CRA). A unique email address must be on file to receive alerts. To verify activation and to confirm information on file, you will need to complete registration using the instructions on the front of this letter. Mobile credit alerts may be activated at that time. Mobile fees may apply. **If you do not want Credit File Monitoring activated, please contact the Benefits Service Center at (866) 210-0361.**

Joint Account Owner(s): Credit File Monitoring will not be turned on for joint account owner(s). **Joint account owner(s) see front of this letter for instructions on how to access benefits. A unique email address must be on file to receive alerts.**

WRITTEN INSTRUCTIONS/DISCLOSURE: Under the FACT Act amendments to the Fair Credit Reporting Act, you are entitled to one free annual credit report from each of the three major credit reporting companies in a 12-month period. You authorize the administrator of this Program (Econocheck; "ECC") and TransUnion ("TU"), to use your personal information to activate the Credit File Monitoring ("CFM") services. You understand that in accordance with the Fair Credit Reporting Act, you are authorizing and providing "written instructions" under the Fair Credit Reporting Act to ECC and TU (and each of their affiliates), to obtain your credit information from your personal credit file maintained by one or more of three nationwide credit reporting agencies and You hereby authorize ECC and TU (and each of their affiliates) to access Your personal credit information in order to (i) confirm your identity and (ii) provide your credit data and the CFM services (credit report, credit score, credit file monitoring) to you related to your use and enjoyment of the service.

-
- Identity Monitoring**
- Monitoring of more than 1,000 databases and public records to identify suspicious activity, including credit header information, phone records, United States Postal Service records, and more. A Risk Score rating is generated with your initial scan and monthly after that. If your scan reflects a high-Risk Score, a Risk Specialist will follow up with you by phone to discuss the scan.

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- Dark Web Monitoring**
- Monitor your personal information on the dark web and receive alerts when your personal information is exposed online with our Dark Web Monitoring identity theft prevention product, also known as cyber monitoring.

ACTIVATION: Identity Monitoring and Dark Web Monitoring will not be turned on for primary or joint account owner(s). Registration is required to activate these benefits and an active phone number must be on file to receive notice of elevated risk score with Identity Monitoring. Primary account owner, joint account owner(s) may activate by going online. Please see front of this letter for additional instructions.

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- Other IDProtect benefits include:**
- Credit Report and Score
- ^{6,*}
- ; up to \$10,000 Identity Theft Expense Reimbursement
- ⁸
- (Guide to Benefit with complete details of coverage and exclusions is available through your HFCU Online or Mobile Banking account.) Need to file a claim? Call 1-866-210-0361; Fully Managed Identity Theft Resolution Services; Debit and Credit Card Registration*; Credit Score Simulator
- ^{6,*}
- and Credit Score Tracker
- ^{6,7}
- ; Dark Web Monitoring*; Financial Wellness 360° (available via mobile or web only)

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- Cellular Telephone Protection⁸**
- Receive up to \$800 of replacement or repair costs if your cell phone is stolen or damaged, in the U.S. and abroad. \$50 deductible applies. Up to two claims and maximum of \$1,000 per eligible account, per twelve-month period. Covers up to four phones on a cellular telephone bill.
- (Cellular telephone bill must be paid using your 360 Secure Checking account or other HFCU checking, savings or HFCU credit card account.) (Guide to Benefit with complete details of coverage and exclusions is available through your HFCU Online or Mobile Banking account.) Need to file a claim? Call 1-866-210-0361**

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- RideShare Protection⁸**
- Up to \$100,000 of accidental death and dismemberment coverage and \$10,000 of accident medical expense benefit if injured while traveling in a vehicle operated by a Transportation Network Company, as defined in the insurance certificate. Coverage also includes up to \$250 personal property benefits for replacement of property stolen, damaged, or destroyed due to an accident while traveling in a vehicle operated by a Transportation Network Company. Not Available to Residents of MO, NY and WA.
- (Travel costs for rideshare must be paid using your 360 Secure Checking account or HFCU credit card.) (Guide to Benefit with complete details of coverage and exclusions is available through your HFCU Online or Mobile Banking account.) Need to file a claim? Call 1-866-210-0361.**

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- Roadside Assistance⁸**
- 24-hour coverage for roadside assistance services including lock-out, tire and battery assistance, vehicle towing, fuel, oil, fluid and water delivery, up to \$100 per occurrence. Maximum of two occurrences per twelve month period.
- (Guide to Benefit with complete details of coverage and exclusions is available through your HFCU Online or Mobile Banking account.)**

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- Fuel Savings^{9,*}**
- Register for the Fuel Rewards® program and save 5¢/gal on every fill-up at participating Shell stations with Extended Gold Status.

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- Telehealth^{10,*}**
- access to 24/7 video or phone visits with U.S.-based board-certified, licensed and credentialed doctors ready to help with urgent care or mental health for you and your family — all with zero copays.

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- Travel and Leisure Discounts¹¹**
- Money-saving discounts from thousands of local and national businesses – mobile or print makes savings super easy and convenient.
- (available via mobile and web only)**

* Registration/activation required

¹ Bill pay is free provided the service is used at least once every three months; otherwise, a \$3.00 monthly fee (subject to change) may be assessed.

² Must have compatible device to use online banking or mobile application. Mobile App requires iPhone® with iOS 16.0 or above. Requires Android 12.0 or above. Standard rates and fees may apply from your wireless carrier. For Remote Deposit Anywhere, all funds may not be immediately available after the deposit is made.

³ Paper Statements available - \$3.00. 65+ No Charge for Paper Statements.

⁴ Dividends: Rates are subject to change monthly. Fees and other conditions could reduce the earnings on the account.

⁵ Benefits are available to personal checking account owners and their primary account owner and joint account owner(s) subject to the terms and conditions for the applicable Benefits. Some Benefits require authentication, registration and/or activation. Benefits are not available to a "signer" on the account who is not an account owner or to businesses, clubs, trusts, organizations and/or churches and their members, or schools and their employees/students.

⁶ You will have access to your credit report and score provided your information has been verified by the CRA. Credit score is a VantageScore 3.0 based on Transunion data. Third parties may use a different type of credit score to assess your creditworthiness. Once you have activated credit file monitoring, you may request your credit score. Once you have done so, you will have access to your score on a monthly basis.

⁷ Credit Score Tracker: Once credit file monitoring has been activated and you have requested your first credit score, you may request a new credit score each month to be plotted on your Credit Score Tracker graph. Monthly email notifications will be sent to let you know when your new score is available.

⁸ Special Program Notes: The descriptions herein are summaries only and do not include all terms, conditions and exclusions of the Benefits described. **Please refer to the actual Guide to Benefit and/or insurance documents for complete details of coverage and exclusions.** Coverage is provided through the company named in the Guide to Benefit or on the certificate of insurance. Guide to Benefits and insurance documents can be accessed through online or mobile banking. **Insurance Products are not insured by the NCUA or any Federal Government Agency; not a deposit of or guaranteed by the credit union or any credit union affiliate.**

⁹ Restrictions apply. See online or mobile banking for details.

¹⁰ Available for the account owner and their spouse/domestic partner and up to six (6) dependent children age 2 and older. This is not insurance.

¹¹ Discount offer may vary depending on the provider.