# Important Account Information for Our Members

Terms and Conditions
- Electronic Transfers
- Funds Availability
- Substitute Checks
- Truth in Savings

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## Table of Contents

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement</td>
<td>2</td>
</tr>
<tr>
<td>Bylaws</td>
<td>2</td>
</tr>
<tr>
<td>Liability</td>
<td>2</td>
</tr>
<tr>
<td>Deposits</td>
<td>2</td>
</tr>
<tr>
<td>Withdrawals</td>
<td>3</td>
</tr>
<tr>
<td>Courtesy Pay Overdraft Services</td>
<td>4</td>
</tr>
<tr>
<td>Ownership of Account and Beneficiary Designation</td>
<td>5</td>
</tr>
<tr>
<td>Fiduciary Accounts</td>
<td>5</td>
</tr>
<tr>
<td>UTMA Accounts</td>
<td>5</td>
</tr>
<tr>
<td>Stop Payments</td>
<td>5</td>
</tr>
<tr>
<td>Telephone Transfers</td>
<td>6</td>
</tr>
<tr>
<td>Amendments and Termination</td>
<td>6</td>
</tr>
<tr>
<td>Notices</td>
<td>6</td>
</tr>
<tr>
<td>Statements</td>
<td>6</td>
</tr>
<tr>
<td>Account Transfer</td>
<td>7</td>
</tr>
<tr>
<td>Direct Deposits</td>
<td>7</td>
</tr>
<tr>
<td>Right to Repayment of Indebtedness</td>
<td>7</td>
</tr>
<tr>
<td>Restrictive Legends or Indorsements</td>
<td>7</td>
</tr>
<tr>
<td>Payment Order of Items</td>
<td>7</td>
</tr>
<tr>
<td>Pledges</td>
<td>7</td>
</tr>
<tr>
<td>Check Processing</td>
<td>8</td>
</tr>
<tr>
<td>Check Cashing</td>
<td>8</td>
</tr>
<tr>
<td>Indorsements</td>
<td>8</td>
</tr>
<tr>
<td>Death or Incompetence</td>
<td>8</td>
</tr>
<tr>
<td>Credit Verification</td>
<td>8</td>
</tr>
<tr>
<td>Legal Actions Affecting Your Account</td>
<td>9</td>
</tr>
<tr>
<td>Security</td>
<td>9</td>
</tr>
<tr>
<td>Telephonic Instructions</td>
<td>9</td>
</tr>
<tr>
<td>Monitoring and Recording Telephone Calls</td>
<td>9</td>
</tr>
<tr>
<td>and Consent to Receive Communications</td>
<td>9</td>
</tr>
<tr>
<td>Claim of Loss</td>
<td>9</td>
</tr>
<tr>
<td>Early Withdrawal Penalties</td>
<td>10</td>
</tr>
<tr>
<td>Waiver of Notices</td>
<td>10</td>
</tr>
<tr>
<td>ACH and Wire Transfers</td>
<td>10</td>
</tr>
<tr>
<td>Notice of Receipt of ACH Items</td>
<td>10</td>
</tr>
<tr>
<td>Provisional Payment (ACH Origination)</td>
<td>10</td>
</tr>
<tr>
<td>Provisional Payment (ACH Receipt)</td>
<td>10</td>
</tr>
<tr>
<td>Unlawful Internet Gambling Enforcement Act (UIGEA)</td>
<td>10</td>
</tr>
<tr>
<td>Facsimile Signatures</td>
<td>10</td>
</tr>
<tr>
<td>Stale-Dated Checks</td>
<td>11</td>
</tr>
<tr>
<td>Address or Name Changes</td>
<td>11</td>
</tr>
<tr>
<td>Resolving Account Disputes</td>
<td>11</td>
</tr>
<tr>
<td>International ACH and Wire Transactions</td>
<td>11</td>
</tr>
<tr>
<td>SHARED BRANCHES AND SERVICE CENTERS</td>
<td>11</td>
</tr>
<tr>
<td>NOTICE OF NEGATIVE INFORMATION</td>
<td>11</td>
</tr>
<tr>
<td>ELECTRONIC FUND TRANSFERS</td>
<td>11</td>
</tr>
<tr>
<td>YOUR RIGHTS AND RESPONSIBILITIES</td>
<td>11</td>
</tr>
<tr>
<td>YOUR ABILITY TO WITHDRAW FUNDS</td>
<td>17</td>
</tr>
<tr>
<td>SUBSTITUTE CHECKS AND YOUR RIGHTS</td>
<td>18</td>
</tr>
<tr>
<td>TRUTH-IN-SAVINGS DISCLOSURE</td>
<td>18</td>
</tr>
<tr>
<td>Share Account</td>
<td>18</td>
</tr>
<tr>
<td>Home Savings / Share Account</td>
<td>19</td>
</tr>
<tr>
<td>Money Market Account</td>
<td>19</td>
</tr>
<tr>
<td>Share Draft (Checking) Account / Flag Checking Account</td>
<td>20</td>
</tr>
<tr>
<td>Liberty Share Draft (Checking) Account</td>
<td>20</td>
</tr>
<tr>
<td>IRA Share Account</td>
<td>21</td>
</tr>
<tr>
<td>1-Year IRA Term Share Account</td>
<td>22</td>
</tr>
<tr>
<td>2-Year IRA Term Share Account</td>
<td>22</td>
</tr>
<tr>
<td>3-Month Term Share Account</td>
<td>22</td>
</tr>
<tr>
<td>6-Month Term Share (CD) Account</td>
<td>23</td>
</tr>
<tr>
<td>9-Month (renewals only) / 1-Year / 2-Year Term Share (CD) Account</td>
<td>23</td>
</tr>
<tr>
<td>3-Year Term Share (CD) Account</td>
<td>24</td>
</tr>
<tr>
<td>13-Month Term Share (CD) Account</td>
<td>25</td>
</tr>
<tr>
<td>30-Month Term Share (CD) Account</td>
<td>26</td>
</tr>
<tr>
<td>Common Features</td>
<td>26</td>
</tr>
</tbody>
</table>
TERMS AND CONDITIONS OF YOUR ACCOUNT

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Texas and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

(1) summarize some laws that apply to common transactions;
(2) establish rules to cover transactions or events which the law does not regulate;
(3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
(4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variation from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document, the words “we,” “our,” and “us” mean the financial institution and the words “you” and “your” mean the account holder(s) and anyone who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

WITHDRAWALS - Generally - Unless clearly indicated otherwise on the account records, any of you, acting alone or jointly, who signs to open the account or with or on your behalf, may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check if the item is presented for payment within the period of time that the check is properly postdated, and if we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will be effective and we will be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the account is opened as the initial date to determine the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a “substitute check,” as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A temporary debit authorization hold affects your account available balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds is unavailable for other transactions and will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged a Return Item Fee (Nonsufficient Fund Fee) as required by our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Here is an example of how this can occur – assume for this example the following:

(1) you have opted-in to our overdraft services for the payment of overdrafts on ATM transfers;
We DO authorize and pay overdrafts for the following types of transactions:

- accounts up to a specified limit so that you will not incur additional overdrawn fees.

An electronic check conversion transaction is a transaction where a check or similar representation of value is converted to an electronic funds transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you have any agreement or understanding with the person who initiated the stop-payment order.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some requests for ownership or beneficiary designation changes as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**SINGLE-PARTY ACCOUNT WITHOUT “P.O.D.” (PAYABLE ON DEATH) DESIGNATION** - The party to the account owns the account. On the death of the party, ownership of the account passes as a part of the party’s estate under the party’s will or by intestacy.

**SINGLE-PARTY ACCOUNT WITH “P.O.D.” (PAYABLE ON DEATH) DESIGNATION** - The party to the account owns the account in proportion to the parties’ net contributions to the account. A trustee may withdraw funds from the account. A beneficiary may not withdraw funds from the account before all trustees are deceased. On the death of the last surviving trustee, the ownership of the account passes to the beneficiary. The account is not a part of a trustee’s estate and does not pass under the trustee’s will or by intestacy, unless the trustee survives all of the beneficiaries and all other trustees.

**MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP AND “P.O.D.” (PAYABLE ON DEATH) DESIGNATION** - The parties to the account own the account in proportion to the parties’ net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of the last surviving party, the ownership of the account passes to the P.O.D. beneficiaries.

**TRUST ACCOUNT** - The parties named as trustees to the account own the account in proportion to the parties’ net contributions to the account. A trustee may withdraw funds from the account. A beneficiary may not withdraw funds from the account before all trustees are deceased. On the death of the last surviving trustee, the ownership of the account passes to the beneficiary. The account is not a part of a trustee’s estate and does not pass under the trustee’s will or by intestacy, unless the trustee survives all of the beneficiaries and all other trustees.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. You will be required to provide the financial institution with appropriate documentation, which may include a fiduciary agreement, to verify your authority to act on behalf of and for the benefit of the account holder. The financial institution is not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust and therefore will not guarantee or in any manner be responsible for the acts of the fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**UTMA ACCOUNTS** - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or review the checks to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you have any agreement or understanding with the person who initiated the stop-payment order.

**STOP PAYMENTS** - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law; it must be made in a dated, authenticated record that describes the item with certainty. (Generally, a “record” is information that is stored in such a way that it can be retrieved and can be heard or read and understood – you can ask us what type of stop payment record we give you. We have no duty or agreement whatsoever to monitor or review the checks to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you have any agreement or understanding with the person who initiated the stop-payment order.

You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If you are not provided with multiple signatures, the stop-payment order will expire. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses,
including attorneys’ fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order. Our stop-payment cutoff time is one hour after opening of the banking day on which we receive the stop. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of ‘preauthorized transfers’ during the month). Other account transfer restrictions may be described elsewhere.

AMENDMENTS AND TERMINATION - We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items and charges to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the closing of your account. The credit union is not responsible for loss, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. At our option, we may suspend your ability to access your account by placing a stop payment on checks that you deposit, so that we can verify account ownership and take appropriate action. If we have notified you of a change in any term of your account and you continue to have access to the account after the effective date of the change, you have agreed to the new term(s).

NOTICES - Any written notice you give us is effective when we actually receive it and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

STATEMENTS - Statements are a valuable tool to help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period.

Your duty to report unauthorized signatures, alterations and forgeries - Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when you give us the information in the statement, you will have a complete understanding of each transaction listed. You have some responsibilities in connection with your statement. You must examine your statement with “reasonable promptness.” Also, if you discover (or reasonably should have discovered) any unauthorized signature or alteration, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we contributed to the loss). The loss you might bear in connection with this account may be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 30 days from when we first send or make the statement available to you. You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day period may be extended by 60 days if we first send or make the statement available to us for any errors on items identified in that statement and as between you and us the loss will be entirely yours. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the 60-day period to report other errors.

Errors relating to electronic fund transfers or substitute checks - For information on errors relating to electronic fund transfers (e.g., computer, check card or ATM transactions), refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you author a return of the full amount of the benefit payment to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal means to recover the amount of the benefit payment. You each agree that we may

in addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. You may examine the items and report to us within 60 days. In addition, your duty to report errors to us within 60 days of when first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours. If a good reason (such as a long trip or keep you) kept you from telling us, we will extend the 60-day period to report other errors.

RIGHT TO REPAYMENT OF INDEBTEDNESS - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt of any you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in this account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a consensual security interest (e.g., a debtor's right of withdrawal arises only in a representative capacity, or the debt is created by a home equity loan, or (e) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of a check by the payee or the item being dishonored, and the amount due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

In addition to these contract rights, we may also have rights under a “statutory lien.” A “lien” on property is a creditor’s right to own ownership of the property in the event a debtor defaults on a debt. A “statutory lien” is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to foreclose, without notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor’s right of withdrawal arises only in a representative capacity, or (d) the debt is created by a home equity loan, or (e) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of a check by the payee or the item being dishonored, and the amount due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. Examples of restrictive legends placed on checks are “must be presented within 90 days” or “not valid for more than $1,000.00.” The payee’s signature accompanied by the words “for deposit only” is an example of a restrictive indorsement. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

PAYMENT ORDER OF ITEMS - The law permits us to pay items (such as checks or drafts) drawn on your account in any order or in any other manner, including your own orders. We will not reveal your account statements to us, you are providing us with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay them according to the dollar amount. We pay the smallest items first. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). See Rate and Fee Schedule for amounts of the overdraft and NSF fees. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

PLEDGES - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.
CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

INDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver’s license number, etc.) must fall within 1 1/2” of the “trailing edge” of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the “trailing edge” is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2” of that edge.

TRAILING EDGE

FRONT OF CHECK

1 1/2”

Keep your indorsement out of this area.

BACK OF CHECK

YOUR INDORSEMENT MUST BE WITHIN THIS AREA

It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks. Mobile Deposits through Mobile Banking require “For Mobile Deposit Only at NACUU” under your endorsement.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed “legal action” in this section), we will comply with that legal action. Or, in our discretion, we may freeze the asset and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withheld funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys’ fees and our internal expenses) may be charged against your account. The fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

SECURITY - It is your responsibility to protect the account numbers and electronic access devices (e.g., a check/ debit card, cell phone, etc.) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in caring for your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or by voice mail or on a telephone answering machine.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - We may record or monitor phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

• Your consent is limited to this account, and as authorized by applicable law and regulations.
• Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding this account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorizing us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning the forgery, alteration, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate...
the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights under our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

Early Withdrawal Penalties (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don’t initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our seftoll against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

Waver of Notices - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

ACH and Wire Transfers - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made. If we pay an amount by automated clearing house means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that the facsimile signature is being or has been misused.

We may impose the early withdrawal penalties on a withdrawal from a time account even if you don’t initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our seftoll against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

ECOMIC INSTITUTIONS - If we do not receive payment, we are entitled to a refund of the amount credited. We will not be liable for items that are rejected as a consequence of placing a hold on funds in your account for these reasons.

International ACH and Wire Transfers - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

Shared Branches and Service Centers - Service Centers, managed by the Credit Union Service Center Corporation, are available for use. Shared branches (including Service Centers) are defined as those offices where members of different credit unions are able to perform transactions to their own credit union account. Transactions performed at shared branch locations are subject to their fees, rules, policies, and procedures.

Availability Policy Disclosure - If we accept for deposit a check at a shared branch, the first $200.00 of your deposits will be available on the first business day after the day we receive your deposit. The remaining funds will be available on the second business day after the day of your deposit. A deposit at a Shared Branch is considered received when it is accepted with all appropriate endorsements. For determining the availability of your deposits, every day is a business day that your own credit union is open which may differ from the days a shared branch is open. If you make a deposit on a day your credit union is open, that day will be considered the day of deposit. However, if you make a deposit at a shared branch on a day your credit union is not open, your deposit will be considered made on the next business day your credit union is open.

Notice of Negative Information - Federal law requires us to provide the following notice to members before any “negative information” may be furnished to a nationwide consumer reporting agency.

“Negative information” includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about members that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Electronic Fund Transfers - Your Rights and Responsibilities - Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party’s account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. We agree otherwise, other electronic fund transfers including credit union to ACH or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to

Notice of Receipt of ACH Items - 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. We will not be liable for items that are rejected as a consequence of placing a hold on funds in your account for these reasons.

You should keep this notice for future reference.

Electronic Fund Transfers - Your Rights and Responsibilities - Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party’s account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. We agree otherwise, other electronic fund transfers including credit union to ACH or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to

Notice of Receipt of ACH Items - 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. We will not be liable for items that are rejected as a consequence of placing a hold on funds in your account for these reasons.

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Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party’s account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. We agree otherwise, other electronic fund transfers including credit union to ACH or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to
electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your share draft (checking) or share (savings) account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your share draft (checking) or share (savings) account(s).
- **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills. The merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase, or when you provide your check or draft by other means such as by mail or drop box.
- **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

**Tel-R-Line Telephone Transfers - types of transfers** - You may access your account by telephone 24 hours a day at (361) 986-4555 or 1-800-622-3641 using your personal identification number, a touch tone phone, and your account numbers, to:

- transfer funds from share draft (checking) to share draft (checking)
- transfer funds from share draft (checking) to share (savings)
- transfer funds from share (savings) to share draft (checking)
- transfer funds from share (savings) to share (savings)
- transfer funds from line of credit to share draft (checking) or share (savings)
- transfer funds from your account to another member’s account on which you are a co-owner
- cut checks from share (savings) and/or share draft (checking)
- make payments from share draft (checking) or share (savings) to loan accounts with us (excluding mortgage accounts)
- get information about:
  - the account balance of share draft (checking) accounts
  - the last three deposits to share draft (checking) accounts
  - the last three withdrawals from share draft (checking) accounts
  - the account balance of share (savings) accounts
  - the last three deposits to share (savings) accounts
  - the last three withdrawals from share (savings) accounts

Please see Truth in Savings disclosure for additional information on transaction limitations for Share and Money Market accounts.

**ATM Transfers - types of transfers, dollar limitations, and charges** - You may access your account(s) by ATM using your NavyArmy Check/Debit Card and personal identification number, to:

- make deposits to share draft (checking) account(s)
- make deposits to share (savings) account(s)
- make cash withdrawals from share draft (checking) account(s)
- make cash withdrawals from share (savings) account(s)
- transfer funds from share (savings) to share draft (checking) account(s)
- transfer funds from share draft (checking) to share (savings) account(s)

A daily limit on transactions will be established for your account. For further information please contact a Member Service Representative.

**Send Money** - You can send money or request money online, using the recipient’s email address or mobile phone number.

**External Account** - Allows you to transfer money to your account at another financial institution. You can make a single transfer or set up a recurring transfer schedule for the amount, date, and frequency you want.

**Mobile Banking** - You may access your account(s) by mobile device using your online identification and your password, to:

- transfer funds from share draft (checking) to share draft (checking)
- transfer funds from share draft (checking) to share (savings)
- transfer funds from share (savings) to share draft (checking)
- transfer funds from share (savings) to share (savings)
- transfer funds from line of credit to share draft (checking) or share (savings)
- make payments from share draft (checking) or share (savings) to loan accounts with us
- get information about:
  - the account balance of share draft (checking) or share (savings) accounts
  - the last 90 days deposits to share draft (checking) or share (savings) accounts
  - the last 90 days withdrawals from share draft (checking) or share (savings) accounts

**Currency Conversion and Cross-Border Transaction Fees.** If you conduct an international transaction with your NavyArmy Check/Debit card, Mastercard will use the Mastercard currency conversion procedure. Currently, the currency conversion rate includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard to determine the transaction amount in US dollars. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Please see your cardholder agreement for additional information relating to the use of your NavyArmy Check/Debit card.

**Online Banking & Bill Pay -** You may access your account(s) by computer 24 hours a day by logging on to our website at www.navyarmyccu.com and using your personal login ID and personal password, to:

**A. Online Banking Computer Transfers - types of transfers**

- transfer funds from share draft (checking) to share draft (checking)
- transfer funds from share draft (checking) to share (savings)
- transfer funds from share (savings) to share draft (checking)
- transfer funds from share (salings) to share (savings)
- transfer funds from line of credit to share draft (checking) or share (savings)
- transfer funds from your account to another member’s account on which you are a co-owner
- transfer funds from your account to another member’s account
- cut checks from share (savings) and/or share draft (checking)
- make payments from share draft (checking) or share (savings) to loan accounts with us
- get information about:
  - the account balance of share draft (checking) or share (savings) accounts
  - the last 90 days deposits to share draft (checking) or share (savings) accounts
  - the last 90 days withdrawals from share draft (checking) or share (savings) accounts
  - separate terms & conditions apply.

**B. Online Banking Account opening -** Disclosures are provided at time of opening and are also referred to later in this brochure. You will have the opportunity to accept the terms, rates, and applicable fees before opening the account. Types of accounts available may include:

- Share Draft
- Term Shares
- Home Savings

**C. Bill Pay -** Bill payments may be transmitted from your share draft (checking) account only to third parties using the Bill Pay feature. Refer to fee schedule for applicable charges.

A daily limit in transactions will be established for your account. For further information please contact a Member Service Representative.

There is a charge at ATMs we do not own or operate. See rate fee schedule.

- get information about:
  - the account balance of your share draft (checking) accounts
  - with a check/debit card
- the account balance of your share (savings) accounts
  - with a check/debit card

Some of these services may not be available at all terminals. Other dollar limitations may apply during ATM off-line status.

**Types of NavyArmy Check/Debit Card Point-of-Sale Transactions** - You may access your share draft (checking) account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.
• make deposits to your share draft (checking) or share (savings) account
• separate Terms & Conditions apply
• deposits through Mobile Banking require “For Mobile Deposit Only at NACCU” under your endorsement
• pay bills from your share draft (checking) account

Notice of Mobile Banking USER SAFETY Precautions
As you would using your own personal computer, including not opening attachments or clicking on links contained in email received from unfamiliar sources, the following suggestions may be helpful.
1. Password protect the mobile device.
2. Download signed applications only from trusted sources.
3. For mobile devices using the Android™ operating system, do not enable “install from unknown sources” feature.
4. Never store usernames and passwords on the device.
5. Keep the mobile device with you or secure the device when not in use.
6. Frequently delete text messages received from the credit union.
7. Notify the credit union and carrier immediately if the mobile device is lost or stolen so that it can be deactivated.
8. Do not modify the mobile device as it may disable important security features.
9. Install antivirus software.
10. Check your credit union account frequently and notify the credit union of any unauthorized transactions.
11. Do not respond to text messages requesting personal information, such as Social Security numbers, credit/debit/ATM card numbers, and account numbers.
12. Adopt safe practices as you would using your personal computers, including not opening attachments or clicking on links contained in email received from unfamiliar sources.

FEES
We do not charge for direct deposits to any type of account.
Except as indicated elsewhere, we do not charge for these electronic fund transfers.
ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Loan Payment Center - Allows you to quickly and securely make a payment on your NavyArmy loan, excluding mortgage loans, from your credit card or another financial institution from our website by:
- Checking or ACH/Electronic Debit
- Debit/Credit Card (fee applies)
- Separate Terms and Conditions apply.

DOCUMENTATION
• Terminal transfers. You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is $15 or less.
• Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (361) 986-4500 or Tel-R-Line (381) 986-4555 to find out whether or not the deposit has been made.
• Periodic statements. You will get a monthly account statement from us for your share draft and money market accounts.
You will get a monthly account statement from us for your share savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS
• Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:
Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
• Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 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 transfer. If you order us to stop one of these payments 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.

FINANCIAL INSTITUTION’S LIABILITY
Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY
We will disclose information to third parties about your account or the transfers you make:
(1) where it is necessary for completing transfers; or
(2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
(3) in order to comply with government agency or court orders; or
(4) as explained in the separate Privacy Policy.

UNAUTHORIZED TRANSFERS
(a) Consumer liability.
- Generally. Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, after you learn of the loss or theft of your card and/or code, you can lose no more than $50 if someone used your card and/or code without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card and/or code, you could lose as much as $500.
- Also, if your statement shows transfers that you did not make, including those made by card, 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 you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.
- If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
- Additional Limits on Liability for Mastercard® Check/Debit card. You will not be liable for any unauthorized transactions using your Mastercard® Check/Debit card if:
  (i) you can demonstrate that you have exercised reasonable care in safeguarding your card and/or code; and
  (ii) you promptly report the loss or theft to us. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.
(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check or draft without your permission.
- Under certain circumstances, your liability for unauthorized use may be zero. You are protected against fraudulent use of your card under Mastercard® Zero Liability policy. We won’t hold you responsible for unauthorized purchases made in-store, over the telephone or online. The Zero Liability policy does not cover transactions not reported to us within sixty (60) days of the statement date in which the transactions appear.

ERROR RESOLUTION NOTICE
In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, You must hear from us no later than 60 days after we sent the FIRST statement on which the problem or error appeared.
(1) Tell us your name and account number (if any).
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
(3) 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 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

NAVY ARMY COMMUNITY CREDIT UNION
P.O. Box 31349
CORPUS CHRISTI, TEXAS 78468-1349
Business Days: Monday through Friday
Excluding Federal Holidays
Phone: 1-800-622-3631 or (361) 986-4500
MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

NOTICE OF BASIC SAFETY PRECAUTIONS FOR ATM CARD AND NIGHT DEPOSIT FACILITY USERS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM), night deposit facility or using your ATM card to make purchases on the Internet. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always keep your ATM receipts secure. Don't leave them at the ATM or night deposit facility because they may contain important account information. Shred your ATM receipts once they are no longer needed.
3. Don't lend your card to anyone.
4. Remember, do not leave your card at the ATM. Do not leave any financial documents at a night deposit facility or lying out unsecured.
5. Protect the secrecy of your Personal Identification Number (PIN). Protect your card as though it were cash. If your card has an embedded chip, consider keeping the card in a safety envelope to avoid undetected and unauthorized scanning. Don't tell anyone your PIN. Don't give anyone information regarding your card or PIN over the telephone or Internet. If your card can be used to make purchases, only consider providing card information over the telephone or the Internet if it is to a trusted merchant and for a call or transaction initiated by you – and never provide the merchant with the PIN to your card.
6. Protect against ATM and Internet fraud. Promptly compare your monthly account statements or the account histories that you receive against your account statements or the account histories that you receive against your ATM account records. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, put your card away and leave. You might consider using another ATM or coming back later.
7. Don’t display your cash; put it away as soon as the ATM transaction is completed and wait to count the cash until you are in the safety of a locked enclosure such as your car, home, or in another secure area.
8. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver’s window. Keep the engine running and remain alert to your surroundings.
9. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to “transaction” accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Share draft accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash, check, and electronic direct deposits available to you immediately. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

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

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

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we may take all of the funds that you deposit by check available to you immediately. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first $200 of your deposits, however, will be available immediately.

If we are not going to make all of the funds from your deposit available immediately, 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 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.

Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have withdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.
- We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

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 $5,000 of a day’s total deposits of cashier’s, certified, teller’s, traveler’s, and federal, state and local government checks will be available next business day if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over $5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $5,000 will not be available until the second business day after the day of your deposit.

Funds from other check deposits will be available on the seventh business day after the day of your deposit.
Dividends will be compounded every quarter by the credit union board of directors. 

Rate Information: 

The dividend rate and annual percentage yield may change every dividend period. The dividend rate and annual percentage yield may change at any time during the dividend period. We may change the dividend rate for your account as determined by the credit union board of directors. Alternatively, any withdrawals or transfers exceeding the transfer limitations set forth above may not be processed.

HOME SAVINGS / SHARE ACCOUNT

Minimum balance requirements: 
The minimum balance required to open this account is $25.00. You must maintain a minimum average daily balance of $50.00 in your account to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day. Interest is paid on the amount of money on deposit in each tier, creating a blended interest rate for the entire balance. See rate and fee schedule.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations: 

During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, check card (if applicable), or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union. Alternatively, any withdrawals or transfers exceeding the transfer limitations set forth above may not be processed.

Par value of a share: 
The par value of a share in this account is $25.00.

Fees and charges: 

An excess withdrawal fee of $1.00 will be charged for each debit transaction (withdrawal, draft paid, automatic transfer or payment out of this account) in excess of three during a month. See rate and fee schedule.

MONEY MARKET ACCOUNT

Rate Information: 
The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.
Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the date of the monthly Board of Directors meeting in the month following the end of the dividend period.

If you close your share account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements:
The minimum balance required to open this account is $2,000.00. You must maintain a minimum average daily balance of $2,000.00 in your account to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day. Interest is paid on the amount of money on deposit in each tier, creating a blended interest rate for the entire balance. See rate and fee schedule.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:
The minimum amount you may withdraw is $500.00 per withdrawal. During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, check card (if applicable), or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union. Alternatively, any withdrawals or transfers exceeding the transfer limitations set forth above may not be processed.

Fees and charges:
If checks are not ordered through our authorized vendor, there will be a $1.00 check rejection fee per rejected item.

SHARE DRAFT (CHECKING) ACCOUNT / FLAG CHECKING ACCOUNT
Rate Information:
The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is one (1) day prior to the first day of the current month through one (1) day prior to the last day of the current month. For example, the beginning date of the first dividend period of the calendar year is December 31 and the ending date of such dividend period is January 30. The dividend period is also applied to the time frame used in the Minimum Qualification Cycle (Monthly) Activity Qualifications. If you close your share account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements:
The minimum balance required to open this account is $20.00. You must maintain a minimum average daily balance of $5.01 in your account to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day. Interest is paid on the amount of money on deposit in each tier, creating a blended interest rate for the entire balance. See rate and fee schedule.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Minimum Qualification Cycle (Monthly) Activity Qualifications
- Have 10 or more check card purchases post and clear
- Receive and review monthly statement electronically
- Have at least 1 automatic payment or direct deposit post and clear

Transaction Limitations:
Minimum Qualification Cycle Activity Qualifications will be considered from items posted to your account on the last day of your statement cycle. The Share Draft Liberty Checking Account Dividend rate will not be paid on the account if the Minimum Qualification Cycle Activities are not performed.

Check card transactions processed by merchants and received by the credit union as ATM transactions do not count towards qualifying check card transactions. Only check card transactions processed by merchants and received by the credit union as POS transactions count towards qualifying check card transactions.

Foreign ATM Fee Refunds - If you have met your qualifications for the specified qualification cycle, we will reimburse you for domestic ATM fees for that qualification cycle. ATM fee reimbursements will be credited to your account on the first day of the next statement cycle. ATM fees of $4.99 or less will be reimbursed up to a maximum of $4.99 per individual transaction. ATM fees of $5.00 and higher will be reimbursed if the appropriate ATM receipt is presented to a representative at one of our branches. If you believe that you have not been reimbursed the correct amount, please contact us. We must hear from you no later than 30 days after the statement cycle when the reimbursement was applicable. Note: ATM withdrawals do not count as qualifying debit card transaction for purposes of earning rewards within this account.

Fees and charges:
If checks are not ordered through our authorized vendor, there will be a check rejection fee of $1.00 per rejected item.

Courtesy Pay Overdraft Service - This service covers overdrafts up to a specified limit so that you will not incur additional overdraft fees from the payee (store, individual) when you exceed your checking available balance. The member is given the opportunity to opt in to authorize and pay overdrafts on ATM and everyday debit/check card transactions. A fee is charged once activated. See rate and fee schedule.

LIBERTY SHARE DRAFT (CHECKING) ACCOUNT
(One account per household)
Rate Information:
The dividend rate and annual percentage yield may change every dividend period. Liberty Checking Rate - The Share Draft Liberty Checking rate will only be paid when all Minimum Monthly Activity Qualifications are performed. We may change the dividend rate for your account as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the date of the monthly Board of Directors meeting in the month following the end of the dividend period.

If you close your share account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements:
The minimum balance required to open this account is $50.00. You must maintain a minimum average daily balance of $50.00 in your account to obtain the disclosed annual percentage yield.
Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations: You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

1-YEAR IRA TERM SHARE ACCOUNT

Rate Information - See your separate rate and fee schedule for rates on your account. You will be paid this rate until first maturity.

Compounding frequency - Interest will be compounded monthly.

Crediting frequency - Interest will be credited to your account monthly.

Minimum balance requirements: The minimum balance required to open this account is $1,000.00. You must maintain a minimum daily balance of $1,000.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of interest on noncash deposits - Interest will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

Transaction limitations: After the account is opened, you may not make deposits into the account until the maturity date stated on the account.

You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

Time requirements - Your account will mature 180 days interest whether earned or not.

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity): The penalty we may impose will equal 180 days interest whether earned or not.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

Automatically renewable account - This account will automatically renew at maturity. You may prevent renewal if you call the credit union before maturity, you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in a dividend-bearing account, unless otherwise specified.

Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on new time accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original time account.

You will have a grace period of seven calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

6-MONTH TERM SHARE (CD) ACCOUNT

Rate Information - See your separate rate and fee schedule for rates on your account. You will be paid this rate until first maturity.

Compounding frequency - Interest will be compounded monthly. The annual percentage yield (APY) calculation assumes all principal and dividends remain on deposit for the entire term.

Crediting frequency - Interest will be credited to your account monthly.

Minimum balance requirements: The minimum balance required to open this account is $1,000.00. You must maintain a minimum daily balance of $1,000.00 in your account to obtain the disclosed annual percentage yield.

Daily balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of interest on noncash deposits - Interest will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

Transaction limitations: After the account is opened, you may make deposits into the account until the maturity date stated on the account. Deposits must be a minimum of $1,000.00. The maturity date and rate will remain the same until the original maturity date.

You may make withdrawals in the minimum amount of $1,000 of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You can only withdraw interest before maturity if you make arrangements with us for periodic payments of interest in lieu of crediting.

Time requirements - Your account will mature 180 days interest whether earned or not.

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity): The penalty we may impose will equal 180 days interest whether earned or not.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. See your plan disclosure if this account is part of an IRA or other tax-qualified plan.

Automatically renewable account - This account will automatically renew at maturity. You may prevent renewal if you call the credit union before maturity, you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in a dividend-bearing account, unless otherwise specified.

Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on new time accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original time account.

You will have a grace period of seven calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

9-MONTH (renewals only) / 1-YEAR / 2-YEAR TERM SHARE (CD) ACCOUNT

Rate Information - See your separate rate and fee schedule for rates on your account. You will be paid this rate until first maturity.
Accrual of interest on noncash deposits - You must maintain a minimum daily balance of $1,000.00 in your account to obtain the disclosed annual percentage yield.

Minimum balance requirements:
The minimum balance required to open this account is $1,000.00.

You must maintain a minimum daily balance of $1,000.00 in your account to obtain the disclosed annual percentage yield.

Daily balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of interest on noncash deposits - Interest will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

Transaction limitations:
After the account is opened, you may not make deposits into the account until the maturity date stated on the account.

You may make withdrawals in the minimum amount of $1,000 of principal from your account before maturity only if we agree at the time you request the withdrawal on all term shares except IRAs.

Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You can only withdraw interest before maturity if you make arrangements with us for periodic payments of interest in lieu of crediting.

Time requirements - Your account will mature ———————————————————  .

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity) - The penalty we may impose will equal 180 days interest whether earned or not.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. See your plan disclosure if this account is part of an IRA or other tax qualified plan.

Automatically renewable account - This account will automatically renew at maturity. You may prevent renewal if you call the credit union before maturity, you withdraw the funds in the account at maturity or we receive written notice from you within the grace period mentioned below. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in a dividend-bearing account, unless otherwise specified.

Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on new time accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original time account.

You will have a grace period of seven calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

3-YEAR TERM SHARE (CD) ACCOUNT

Rate Information - See your separate rate and fee schedule for rates on your account. You will be paid this rate until first maturity.

Compounding frequency - Unless otherwise paid, interest will be compounded monthly.

Crediting frequency - Interest will be credited to your account monthly.

Minimum balance requirements: The minimum balance required to open this account is $1,000.00.

You must maintain a minimum daily balance of $1,000.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of interest on noncash deposits - Interest will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

Transaction limitations:
After the account is opened, you may not make deposits into the account until the maturity date stated on the account.

You may make withdrawals in the minimum amount of $1,000.00 of principal from your account before maturity only if we agree at the time you request the withdrawal on all term shares except IRAs.

Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You can only withdraw interest before maturity if you make arrangements with us for periodic payments of interest in lieu of crediting.

Time requirements - Your account will mature ———————————————————  .

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity) - The penalty we may impose will equal 180 days interest whether earned or not.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. See your separate rate and fee schedule for rates on your account. You will be paid this rate until first maturity.

Compounding frequency - Unless otherwise paid, interest will be compounded monthly.

Crediting frequency - Interest will be credited to your account monthly.

Minimum balance requirements: The minimum balance required to open this account is $1,000.00.

You must maintain a minimum daily balance of $1,000.00 in your account each day to obtain the disclosed annual percentage yield.

Maximum allowable amount - $1,000,000.00 per household.
Daily balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of interest on noncash deposits - Interest will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

Transaction limitations:
After the account is opened, you may not make deposits into the account until the maturity date stated on the account.

You may make withdrawals in the minimum amount of $1,000.00 of principal from your account before maturity only if we agree at the time you request the withdrawal on all term shares except IRAs.

Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

Time requirements - Your account will mature __________________________.

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity) - The penalty we may impose will equal 180 days interest whether earned or not.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

Withdrawal of interest prior to maturity - The annual percentage yield is based on an assumption that interest will remain in the account until maturity. A withdrawal will reduce earnings. You can only withdraw interest from your account before maturity if you make arrangements with us for periodic payments of interest in lieu of crediting.

Automatically renewable account - This account will automatically renew at maturity to a term of TWO YEAR at the then TWO YEAR TERM SHARE CERTIFICATE rate. You may prevent renewal if you call the credit union before maturity. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in a dividend-bearing account.

Each renewal term will renew at a TWO YEAR term, beginning on the maturity date. The interest rate will be the same we offer on new time accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original time account unless otherwise stated above.

You will have a grace period of seven calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

Common Features

Bylaw requirements:
You must complete payment of one share in your Share account as a condition of admission to membership.

Transaction limitation - We reserve the right to at any time require not less than seven days notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D.

Member conduct - In the event any member of the credit union shall cause a loss to the credit union or shall engage in any type of abusive conduct, the president or his/her designee is authorized to impose any or all of the following sanctions on the member:

1. Denial of all services other than the right to maintain a share account and the right to vote at annual/special meetings. The share account may be a non-dividend bearing account.
2. Denial of services which involve personal contact with credit union employees.
3. Denial of access to credit union premises.
4. Any other action deemed necessary under the circumstances that is not expressly precluded by regulatory authority.

Nature of dividends - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

National Credit Union Share Insurance Fund - Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

Overdraft Fees Transaction Categories - The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: share draft, in-person withdrawal, ATM withdrawal, or other electronic means.

Fees - Please refer to our separate rate and fee schedule for additional information about the disclosed accounts.

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