

## 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. If you sign the signature card or open or continue to have your account with us, 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 and the laws of the state of Texas (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 variations 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.

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 else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. “Party” means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

**BYLAWS** – Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may obtain a copy of an item(s) through our Internet Branch or request that we send you a copy of an item(s). Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

**LIABILITY** – You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys’ fee.

**DEPOSITS** – We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn “on us”). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository received after our “daily cutoff time” on a business day we are open, or received on a day we are not open for business, as if initiated on the next following business day that we are open.

**WITHDRAWALS** – Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the signature card 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 signing the signature card to indorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for 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.

**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 forms of ownership on any or all of our accounts. We make no representations 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 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. On the death of the party, ownership of the account passes to the P.O.D. beneficiaries of the account. The account is not a part of the party’s estate.

**MULTIPLE-PARTY ACCOUNT WITHOUT RIGHT OF SURVIVORSHIP** – 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 a party, the party’s ownership of the account passes as part of the party’s estate under the party’s will or by intestacy.

**MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP** – 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 a party, the party’s ownership of the account passes to the surviving parties.

**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.

**CONVENIENCE ACCOUNT** – The parties to the account own the account. One or more convenience signers to the account may make account transactions for a party. A convenience signer does not own the account. On the death of the last surviving party, ownership of the account passes as part of the last surviving party’s estate under the last surviving party’s will or by intestacy. The financial institution may pay funds in the account to a convenience signer before the financial institution receives notice of the death of the last surviving party. The payment to a convenience signer does not affect the parties’ ownership of the account.

**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 trust account is not 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.

**BUSINESS ACCOUNTS** – Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the legal entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the legal entity.

**STOP PAYMENTS** – You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. 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. 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. At our option, we may suspend your rights to member services if you violate the terms of this agreement. You must keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you.

**STATEMENTS** – You must examine your statement of account with “reasonable promptness”. If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors 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 item in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

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

**DIRECT DEPOSITS** – If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability 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 remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** – If this option is selected, this is a temporary account agreement. Each person who signs in the space designated for signatures on the signature card (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**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 OWED TO US NOW OR IN THE FUTURE, BY ANY OF YOU HAVING THE RIGHT OF WITHDRAWAL, TO THE EXTENT OF SUCH PERSONS’ OR LEAGL ENTITY’S RIGHT TO WITHDRAW. IF THE DEBT ARISES FROM A NOTE, “ANY DUE AND PAYABLE DEBT” INCLUDES THE TOTAL AMOUNT OF WHICH WE ARE ENTITLED TO DEMAND PAYMENT UNDER THE TERMS OF THE NOTE AT THE TIME WE CHARGE THE ACCOUNT, INCLUDING ANY BALANCE THE DUE DATE FOR WHICH WE PROPERLY ACCELERATE UNDER THE NOTE.

IN ADDITION TO THESE CONTRACT RIGHTS, WE MAY ALSO HAVE RIGHT UNDER A “STATUTORY LIEN”. A “LIEN” ON PROPERTY IS A CREDITOR’S RIGHT TO OBTAIN OWNERSHIP OF THE PROPERTY IN THE EVENT A DEBTOR DEFAULTS ON A DEBT. A “STATUTORY LIEN” IS ONE CREDITED BY FEDERAL OR STATE STATUTE. IF FEDERAL OR STATE LAW PROVIDES US WITH A STATURTORY LIEN, THEN WE ARE AUTHORIZED TO APPLY, WITHOUT PRIOR 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: (a) IT IS AN INDIVIDUAL RETIREMENT ACCOUNT OR OTHER TAX-DEFERRED RETIREMENT 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), (c) THE DEBTOR'S RIGHT OF WITHDRAWAL ARISES ONLY IN A REPRESENTATIVE CAPACITY, OR (d) THE DEBT IS CREATED BY A HOME EQUITY LOAN. WE WILL NOT BE LIABLE FOR THE DISHONOR OF ANY CHECK OR DRAFT WHEN THE DISHONOR OCCURS BECAUSE WE CHARGE AND DEDUCT AN AMOUNT YOU OWE US FROM YOUR ACCOUNT. YOU AGREE TO HOLD US HARMLESS FROM ANY CLAIM ARISING AS A RESULT OF OUR EXERCISE OF OUR RIGHT TO REPAYMENT.

**RESTRICTIVE LEGENDS** – We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are “must be presented within 90 days” or “not valid for more than \$1,000.00”.

**PLEDGES** – Unless we agree otherwise in writing, 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 the account must first be satisfied before the right of any surviving account owner or account beneficiary become effective.

**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 for which Fedwire is used, 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 through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**FACSIMILE SIGNATURES** – You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what 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.

**PURCHASE OF A SHARE OF THE CREDIT UNION IS REQUIRED FOR MEMBERSHIP** – Any individual desiring to become a member of Texasgulf FCU must purchase a “share” of Texasgulf FCU. This “share” will entitle the account owner all privileges of Texasgulf FCU and if qualifications are met, any and all products and services offered by Texasgulf FCU. This privilege does not extend to any joint owner or P.O.D. (Payable on Death) beneficiary. The minimum cost for a “share” of Texasgulf FCU is **\$25.00**. When a member closes their membership, they relinquish their share and the \$25.00 is returned to them. A “share” is non-transferable or negotiable.