



MEMBER INFORMATION PACKET



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I. Membership & Account Agreement

This Agreement covers the rights and responsibilities concerning your accounts and the rights and responsibilities of the credit union (Texas Tech Federal Credit Union) providing this Agreement. In this Agreement, the words "you" and "yours" mean anyone who signs an Account Card or Account Change Card (Account Card or any other account opening document). The words "we," "us," and "our" mean the credit union. The word "account" means any one (1) or more share or other accounts you have with the credit union.

Your account type(s) and ownership features are designated on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement and Account Card, the Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Funds Transfer Agreement and Disclosure, Privacy Notice Disclosure, any Account Deposit Receipt accompanying this Agreement, the credit union's bylaws and policies, and any amendments to these documents from time to time which collectively govern your membership and accounts.

Membership Eligibility

To join the credit union you must meet the membership requirements including purchase and maintenance of the minimum required share(s) ("membership share") as set forth in the credit union's bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

Single Party Accounts

A single party account is an account payable to one (1) party, the owner, (which includes natural persons, corporations, partnerships, trusts established other than by the form of the account, unincorporated associations, and other organizations) qualified for credit union membership. If the owner dies, the account is payable to POD beneficiary(ies), if so named, or as a part of the owner's estate under his or her will or by the applicable laws of intestacy. Payment of the account is subject to other provisions of this Agreement protecting the credit union for honoring transfer and withdrawal requests by the owner or by the owner's agent prior to notice of the owner's death and to our statutory lien for the owner's obligations and to any security interest or pledge granted by the owner.

Joint Multiple Party Accounts

A joint account is an account payable to any one (1) or two (2) or more parties, the owners. During life, the owners of a joint multiple party account own the account in proportion to their net contributions to the account. The owners of a joint multiple party account are presumed to own the account in equal undivided interests unless there is satisfactory proof of the parties' net contributions to the account. The owners' net contributions to a joint multiple party account are calculated in accordance to Sec. 125.104(b) of the Texas Finance Code and Sec. 436(6) of the Texas Probate Code, as amended from time to time.

- **Rights of Survivorship.** For joint multiple party accounts with rights of survivorship, on the death of one (1) party, all sums in the account on the date of the death vest in and belong to the surviving party as his or her separate property and estate. This means when one (1) owner dies, ownership of the account passes to the surviving owner(s). If there are two (2) or more surviving owners, their respective ownerships during lifetime shall be in proportion to their previous net contributions to the account increased by an equal share for each survivor of any interest the decedent may have owned in the account immediately before his or her death. The rights of survivorship in the account continue until only one (1) owner remains surviving. For a joint multiple party account without rights of survivorship, when one (1) owner dies, the deceased owner's interest in the account passes as part of the deceased owner's estate under his or her will or by the applicable laws of intestacy. Payment of the account is subject to other provisions of this Agreement protecting the credit union for honoring transfer and withdrawal requests of an owner or by an owner's agent prior to notice of an owner's death and to our statutory lien for the owner's obligations and to any security interest or pledge granted by the owner.
- **Control of Joint Multiple Party Accounts.** Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer, or pledge to us all or any part of the shares without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. However, subject to a policy adopted by the credit union's board of directors, a member, by written notice to us, may change any joint owner designated on the account or remove any such joint owner, change the form of the account, or stop or vary payment under the terms of the account. If we receive written



notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act.

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

POD Account

A single or joint multiple party account that is payable on request to the owners during their lifetimes and upon the death of all owners is payable to the surviving named POD beneficiaries. If there is more than one (1) surviving POD beneficiary, the beneficiaries shall own the account jointly without rights of survivorship. Any POD designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as provided by law.

Accounts for Minors

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

Accounts Subject to TUTMA

An account designated as subject to the Texas Uniform Transfers to Minors Act (TUTMA) is a single party account for a minor. The account is created by the transfer of funds into an account subject to the TUTMA for a named minor. The transfer and all additional deposits to the account are irrevocable gifts to the minor. The transferor of the initial deposit to the account must name one (1) person eligible under the TUTMA to serve as custodian of the account. The custodian has possession and control of the account and is required by law to manage the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies without a successor custodian already named for the account, we may suspend the account until a successor custodian is named, we receive instructions from any person authorized by law to withdraw funds or we receive a court order authorizing withdrawal.

Convenience Account

A convenience account is an account established by one (1) or more parties, the owners, who have authorized one (1) or more other persons, the convenience signers, to make transactions to the account. All sums on deposit in a convenience account may be paid or delivered to the account, to the owner(s), or to the convenience signer(s) for the convenience of the owner(s). The convenience signer(s) have no ownership interest in a convenience account and no voting rights in the Credit Union. The deposit of funds to a convenience account does not affect the title to the deposit and does not constitute a gift to a convenience signer of the deposit, any additions, or any accruals. If anyone other than an account owner makes a deposit to a convenience account, the deposit and any additions and accruals are deemed to have been made by an owner. Upon the death of the last surviving owner, ownership of a convenience account passes as a part of the owner's estate under his or her will or by the applicable laws of intestacy; a convenience signer has no right of survivorship in the account. We may continue to pay funds in a convenience account to the convenience signer(s) until we receive written notice from any account owner not to make payment to a convenience signer(s) until we receive written notice of the death of the last account owner. We have no duty to inquire about the use or purpose of any transaction made by a convenience signer for a convenience account. A convenience signer may be designated on other accounts; all laws that apply to the convenience signer designated on other accounts are equal to the extent of the law applicable to a convenience signer on a convenience account.

Deposit of Funds Requirement

Funds may be deposited to any account, in any manner approved by the credit union in accordance with the requirements as set forth in this document. Deposits made by mail, at night depositories or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

- **Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one (1) or more account owners even if they are not endorsed by all payees. You authorize us to



supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

- **Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer financial institution extra time beyond any midnight deadline limits.
- **Restrictive Legends.** Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required", "void after 60 days" or "not valid over \$500." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restrictions or limitations.
- **Final Payment.** All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.
- **Direct Deposits.** We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by filling out a separate form. You must notify us at least 30 days in advance to cancel or change a direct deposit or transfer option. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. Upon a bankruptcy filing, unless you cancel the authorization, we will continue applying payments from direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.
- **Crediting of Deposits.** Deposits made after the deposit cut-off time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

Account Access

- **Authorized Signature.** Your signature on the Account Card authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction.
- **Access Options.** You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.
- **Credit Union Examination.** We may disregard information on any check or draft other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.



ACH & Wire Transfers

Except as amended by this Agreement, electronic funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the credit union is located. We may execute certain requests for electronic funds transfers by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order electronic funds transfers to or from your account. We will debit your account for the amount of an electronic funds transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. We will not provide you with next day notice of ACH, wire transfers and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received. If we fail to properly execute a payment order, and such action results in a delay in payment to you, we will pay you dividends or interest for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and, if received after a cut-off time, may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The credit union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order even if that person did not initiate the order. We may refuse requests to amend or cancel a payment order that we believe will expose the credit union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of any such security procedures and you agree that our security procedures are commercially reasonable.

Account Rates & Fees

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

Transaction Limitations

- **Withdrawal Restrictions.** We will pay checks or drafts, permit withdrawals and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals and make transfers from your account from insufficient available funds if you have established an overdraft protection plan or, if you do not have such a plan with us, according to our overdraft payment policy. We may refuse to allow a withdrawal in some situations, and will advise you accordingly: for example, (1) a dispute between account owners (unless a court has ordered the credit union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to repay a credit union loan on time. We may require you to give written notice of seven (7) days to 60 days before any intended withdrawals.
- **Transfer Limitations.** We may limit the dollar amount or the number of transfers from your account. Please consult the account disclosures or the Electronic Funds Transfer Agreement and Disclosure.

Certificate Accounts

Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (certificate account), whichever we offer, is subject to the terms of this Agreement, the Account Disclosures and Account Deposit Receipt for each account, the terms of which are incorporated herein by reference.

Overdrafts

- **Payment of Overdrafts.** If, on any day, the available funds in your share or deposit account are not sufficient to pay the full amount of a check, draft, item, transaction or other items posted to your account plus any applicable fee ("overdraft"), we may pay or return the overdraft. The credit union's determination of an insufficient available account balance may be made at any time between presentation and the credit union's midnight deadline with only one (1) review of the account required. We do not



have to notify you if your account does not have sufficient available funds to pay an overdraft. Your account may be subject to a charge for each overdraft regardless of whether we pay or return the overdraft. Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay an overdraft, we do not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an overdraft or impose a fee that overdraws your account, you agree to pay the overdrawn amount in accordance with your overdraft protection plan or, if you do not have such a plan, in accordance with our overdraft payment policy.

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

Postdated and Staledated Drafts

You agree not to issue any check or draft that is postdated. If you do issue a check or draft that is payable on a future date and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six (6) months past its date.

Stop Payment Orders

- **Stop Payment Order Request.** Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding the order must be in writing, dated, signed, and must accurately describe the check or draft including the exact account number, check or draft number and the exact amount of the check or draft. This exact information is necessary for the credit union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity for us to act on it. If we re-credit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft and to assist us in any legal action.
- **Duration of Order.** Written stop payment orders are effective for six (6) months and may be renewed for additional six (6) month periods by requesting in writing that the stop payment order be renewed within a period during which the stop payment order is effective. We are not required to notify you when a stop payment order expires.
- **Liability.** Fees for stop payment orders are set forth in the Schedule of Fees and Charges. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the credit union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

Credit Union Liability

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

Checks Presented for Payment in Person

We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft and we shall have no liability for refusing payment.



Remotely Created Checks

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

Pledge/Statutory Lien

Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law, depending upon whether we have a federal or state charter, gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you. Your pledge and our statutory lien rights will allow us to apply the funds in your account to what you owe when you are in default, except as limited by state or federal law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

Legal Process

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

Account Information

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

Notices

- **Name or Address Changes.** You are responsible for notifying us of any address or name change. The credit union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.
- **Notice of Amendments.** Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any change in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.
- **Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.
- **Electronic Notices.** If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.



Taxpayer Identification Numbers and Backup Withholding

Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

Statements

- **Contents.** If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one (1) statement is necessary for joint multiple party accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the credit union and may not be returned to you, but copies may be retained by us or be payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are sent to you. You also understand and agree that checks, drafts or copies thereof are made available to you on the date the statement is sent to you, even if the checks or drafts do not accompany the statement.
- **Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within 33 days of the date we sent the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.
- **Notice to Credit Union.** You agree that the credit union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

Inactive Accounts

If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a monthly service fee after twelve consecutive months of inactivity, as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

Special Account Instructions

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

Termination of Account

We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to



terminate a joint multiple party account. We are not responsible for payment of any check, draft, withdrawal, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

Termination of Membership

You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all your accounts. You may be denied services for causing a loss to the credit union or you may be expelled for any reason as allowed by applicable law.

Death of Account Owner

We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we know of an owner's death. Once we know of an owner's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the deceased owner for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts or other items. We may require anyone claiming funds from an account of a deceased owner to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

Severability

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

Enforcement

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

Governing Law

This Agreement is governed by the credit union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the credit union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the credit union is located.

Negative Information Notice

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

II. Funds Availability Policy Disclosure

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

General Policy

Our policy is to make funds from your cash deposits available to you immediately and make funds from your check deposits available to you within two business days after we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. We have different deposit cut-off hours for different deposit locations. The earliest cut-off time that might apply is 4:00 p.m. If you make a deposit before our cut-off hour 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 our cut-off hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Our cut-off hours are available at the Credit Union.



Reservation of Right to Hold

In some cases, we will not make all of the funds that you deposit by check available to you on the second business day after we receive your deposit. The first \$200.00 of your deposit will be available on the first business day after the day of your deposit. We will notify you at the time you make your deposit of any holds. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Holds on Other Funds

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

Longer Delays May Apply

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one (1) day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

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

Special Rules for New Accounts

If you are a new member, the following special rules may 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 traveler's, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 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 all other check deposits will be available on or before the thirty (30) business day after the day of your deposit.

Foreign Checks

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



Rev. 12/2016

FACTS

WHAT DOES TEXAS TECH FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> ■ Social Security number and income ■ Account balances and payment history ■ Credit history and credit scores 	
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Texas Tech Federal Credit Union chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Texas Tech FCU share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	No
For our affiliates' everyday business purposes— information about your transactions and experiences	No	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	No
For our affiliates to market to you	No	No
For nonaffiliates to market to you	No	No
To limit our sharing	<ul style="list-style-type: none"> ■ Call 877-546-1818 —our menu will prompt you through your choice(s) or ■ Visit us online: texastechfcu.org <p>Please note:</p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>	
Questions?	Call 877-546-1818 or go to texastechfcu.org	



Who we are	
Who is providing this notice?	Texas Tech Federal Credit Union
What we do	
How does Texas Tech FCU protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Texas Tech FCU collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ■ Open an account or deposit money ■ Pay your bills or apply for a loan ■ Use your credit or debit card
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ <i>Texas Tech FCU has no affiliates.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ <i>Texas Tech FCU does not share with non-affiliates so they can market to you.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ■ <i>Texas Tech FCU does not jointly market.</i>
Other important information	
<p>Texas Tech FCU is chartered under the laws of the United States Federal Government and by law is subject to regulatory oversight by the National Credit Union Administration. Any member wishing to file a complaint against Texas Tech FCU should contact the National Credit Union Administration:</p> <p>Regional Director Region IV (Austin) NCUA, 4807 Spicewood Springs Road, Ste 5200, Austin, TX 78759</p>	



III. Regular Share Account Disclosure

The Regular Share Account is required to be opened by all members. The funds deposited in these accounts represent the shares held by the members in the credit union.

Required Minimum Deposit

This account requires a minimum of \$5 to be deposited at all times.

Dividends

Dividends are paid at the prevailing rate disclosed on the credit union's most recent rate sheet. Dividends are computed based on the daily balance of the share account and are paid on a quarterly basis. Outstanding dividends may not be paid for account closed before dividends are posted.

Early Closure Fee

An early closure fee of \$25 will be assessed for all share savings accounts that are closed within 13 months of opening.

Withdrawal Limitations

The share savings account is limited to six withdrawals per month. For each withdrawal thereafter, a fee of \$5 will be assessed.

Statements

Statements will be mailed out a minimum of once a quarter at the end of the third month of the quarter. Members may receive more than one statement per quarter.

Funds Availability

Checks deposited in the Regular Share Account should be allowed time to clear before being withdrawn. If a hold is placed on a deposited check, you will be informed at the time of deposit. For more information refer to the credit union's funds availability policy included in this document.

IV. Kasasa Saver Disclosure

Account Overview

Kasasa Cash Back® is a free variable reward checking account with no minimum balance that rewards accountholders with cash back on their PIN-based and signature-based debit card purchases and nationwide ATM fee refunds when they meet minimum qualifications during the account's Monthly Qualification Cycle.

Kasasa Saver® is free, variable rate, deposit account with no minimum balance that rewards accountholders with dividends when they meet the minimum qualifications associated with their linked Kasasa Cash Back checking account during each Monthly Qualification Cycle.

Purpose & Use Expectations

The Kasasa Cash Back account that is linked to Kasasa Saver account is intended to be the accountholder's primary checking account in which payroll transactions and day-to-day spending activities are posted and settled.

Commensurate with the spending activities identified above, we expect the attached Kasasa Cash Back account's debit card to be used frequently throughout each month and for transaction amounts to reflect a wide dollar range. Small debit card transactions conducted on the same day at a single merchant and/or multiple transactions made during a condensed time period particularly near the end of a Monthly Qualification Cycle are not considered normal, day-to-day spending behavior. These types of transactions appear to be conducted with the sole purpose of qualifying for the account's rewards and thus will be deemed inappropriate transactions and will not count toward earning the account's rewards.

TTCU reserves the right to determine if the attached Kasasa Cash Back account is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making debit card transactions in a calculated and limited fashion in order to meet their monthly qualifications may have their accounts converted to a different checking account or closed altogether. We also



reserve the right to convert the account to a different checking account if the account does not have consistent active use over 12 consecutive Statement Cycles. The attached Kasasa Saver account will also be closed if the Kasasa Cash Back account is converted or closed.

TTCU reserves the right to close this account at any time, with proper notice. Our decision to close the account will not affect your existing obligations to us, including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted and no checks will be paid after the account is closed. If the account is closed, you will forfeit any rewards that have not been credited to your account. A TTCU check for the remaining balance, if applicable, will be mailed to accountholder at the address indicated on our current records. Upon termination of your Kasasa Cash Back or Kasasa Saver account, any optional add-on products / services associated with these accounts will also be terminated at the same time.

Dividend Rate & Annual Percentage Yield (APY)

- Compounding & Crediting:
 - Dividends will be compounded on a monthly basis in your Kasasa Saver account. Dividends will be credited to your Kasasa Saver account on the last day of the current Statement Cycle. If you close your Kasasa Saver account before the dividends are credited, you will not receive the accrued dividends. Dividends begin to accrue on the Banking Day you deposit noncash items (for example, checks).

“Banking Day” means any business day on which an office of the credit union is open to the public for the purpose of carrying out substantially all of its banking functions.

- Balance Computation Method:
 - We use the daily balance method to calculate the dividends on your account. This method applies a periodic rate to the principal in the account each day for the period. The period we use is the Statement Cycle.

Qualifications

To earn your Kasasa Cash Back and Kasasa Saver rewards just do the following transactions and activities in your Kasasa Cash Back account during each Monthly Qualification Cycle:

Have at least 1 ACH debit transaction post and settle
Have at least 10 PIN-based or signature-based debit card purchases post and settle
Be enrolled in and agree to receive e-Statements

Transactions and activities may take one (1) or more Banking Days from the date the transaction or activity occurred to post and settle to the account. The following activities do not count toward earning account rewards: ATM-processed transactions, transfers between accounts, debit card purchases processed by merchants and received by TTCU as ATM transactions, PIN-based and signature-based transactions, non-retail payments transactions and purchases made with non-TTCU issued debit cards.

“Monthly Qualification Cycle” means a period beginning one (1) Banking Day prior to the first day of the current Statement Cycle through one (1) Banking Day prior to the close of the current Statement Cycle.

“Statement Cycle” means the period of time for which TTCU provides a summary of the financial activities and transactions that post and settle to the accountholder’s account.

Rewards

When Kasasa Cash Back Qualifications are met during a Monthly Qualification Cycle,

Kasasa Cash Back: You will receive (1) 2.00% cash back on up to a total of \$400.00 PIN-based and signature-based debit card purchases that post and settle to the account during that cycle period up to a maximum cash back earned of \$8.00 per Monthly Qualification Cycle, and

(2) you will receive reimbursements up to \$25.00 for nationwide ATM fees incurred during the Monthly Qualification Cycle in which you qualified. If you believe you have not been reimbursed the correct amount of ATM fees you must contact us within thirty (30) calendar days after the Statement Cycle where the reimbursement was applicable in order to receive a refund.

Kasasa Saver: When your Kasasa Cash Back account qualifications are met during a Monthly Qualification Cycle, Tier 1: A dividend rate of 2.00% will be paid on the portion of your daily balance in your Kasasa Saver account that is less than \$20,000.01. The annual percentage yield for this tier is 2.02%. Tier 2: A dividend rate of 0.25% will be paid on the portion of your daily balance in your Kasasa Saver account that is greater than \$20,000.00. The annual percentage yield for this tier will range from 0.25% to 2.02%, depending on the balance in the account.



When Kasasa Cash Back qualifications are not met, you will not receive cash back on PIN-based and signature-based debit card purchases, ATM fees are not refunded and the dividend rate paid on the entire balance in your Kasasa Saver account will be 0.05% with an annual percentage yield of 0.05%.

Dividends, cash back and ATM fee reimbursements will be credited to your Kasasa Saver on the last day of the current Statement Cycle. APY = Annual Percentage Yield. Rates and rewards are variable and at our discretion may change after account is opened without notice to you.

Other Important Information

A \$5.00 minimum deposit is required to open the account and no minimum balance is required to qualify for the account's rewards. You must have a Kasasa Cash Back account in order to open a Kasasa Saver account, and the Kasasa Cash Back account must remain open throughout the period that you hold the Kasasa Saver account. In the event that you or we close your Kasasa Cash Back account, your Kasasa Saver account will be closed, as well.

During each quarter, you may also make up to six transfers or withdrawals in the aggregate including transfers or withdrawals to another account in your name at this financial institution or to a third party via pre-authorized transfers or withdrawals, telephone banking (including fax) and online banking service. Included in the aggregate six transfers or withdrawals are transfers to a third party, if made by check, or at point of sale terminals using your ATM or debit card. These transactions are considered made on the date the transaction posts and settles to your account, not the date the withdrawal request was initiated.

This account is not to be used for commercial purposes and there is a limit of 1 account(s) per social security number. There are no fees to open or close this account. There are no recurring monthly service charges associated with this account. See accompanying Fee Schedule for fees that may apply to this account. Enrollment in electronic services (e.g. online banking, electronic statements) may be required to meet some of this account's qualifications. Contact a TTFCU member service representative for additional information, details and enrollment instructions. Federally insured by NCUA.

V. Kasasa Cash Back Checking Account Disclosure

Required Minimum Deposit

You must deposit \$5.00 to open this account.

Dividends

Dividends are not paid on this account. Any cash back rewards or ATM fee refunds received are not dividends.

Kasasa Cash Back Rewards

When the monthly qualifications are met, you will receive 2% cash back on debit card purchases that post and settle your account during the Monthly Qualification Cycle up to \$400.00 in total debit card purchases during each Monthly Qualification Cycle. The cash back rewards will be credited to your account on the last day of your statement cycle.

In addition, if you have met your qualifications during the Monthly Qualification Cycle, we will reimburse you for ATM Fees imposed during the Monthly Qualification Cycle by our institution and other U.S. financial institutions up to \$25.00 per month. ATM fee reimbursements will be credited to your account on the last day of your statement cycle.

Note: ATM withdrawals do not count as qualifying debit card transactions for purposes of earning rewards within this account.

If you close your account before the rewards are credited to it, you will not receive the rewards.

Qualifications and Monthly Qualification Cycle

To qualify for the Kasasa Cashback rewards, you must perform the following during the Monthly Qualification Cycle:

- Have at least 10 debit card purchases post and settle
- Be enrolled and receive e-statement notices
- Have at least 1 electronic ACH debit transaction post and settle (includes electronic bill pay transactions)

Other Important Information

Enrollment in online banking and/or in electronic statements is required to meet certain qualifiers. Please contact us for details on how to enroll.



Please note that the debit card and bill pay transactions MUST post and settle your account during the Monthly Qualification Cycle. They may not be in a pending state to qualify as one of the qualifications. Transactions may take one or more banking days from the date the transaction was made to post and settle an account. If you cancel electronic statement enrollment, your account will be converted to an InControl Checking Account within 60 days.

You are allowed to only have one Kasasa Cashback Account with our institution. Any additional Kasasa Cash back accounts you open will be converted to Flex Checking Accounts.

“Monthly Qualification Cycle” means a period beginning one banking day prior to the first of the current statement cycle through one banking day prior to the close of the current statement cycle.

VI. InControl Checking Account Disclosure

Account Overview

InControl™ is a variable fee-based checking account with no minimum balance that rewards accountholders with the ability to eliminate the account's monthly service fee by adopting specific banking behaviors during the account Monthly Qualification Cycle.

Qualifications

To earn your rewards the following transaction and activities must post and settle to your InControl account during each Monthly Qualification Cycle:

- Have at least 10 PIN-based or signature-based debit card purchases post and settle
- Be enrolled in and agree to receive e-Statements

Transactions and activities may take one (1) or more Banking Days from the date the transaction or activity occurred to post and settle to the account. The following activities do not count toward earning account rewards: ATM-processed transactions, transfers between accounts, debit card purchases processed by merchants and received by TTFCU as ATM transactions, non-retail payment transactions and purchased made with non-TTFCU issued debit cards.

“Banking Day” means any business day on which an office of the credit union is open to the public for the purpose of carrying out substantially all of its banking functions.

“Monthly Qualification Cycle” means a period beginning one (1) banking day prior to the first day of the current statement cycle through one (1) banking day prior to the close of the current statement cycle.

“Statement Cycle” means the period of time for which TTFCU provides a summary of the financial activities and transactions that post and settle to the accountholder's account.

Reduction of Monthly Fee

When either or both of the InControl qualifications are met during a Monthly Qualification Cycle, you will receive the following rewards:

- *If EITHER qualification is met:* The account's monthly fee of \$3.99 will be reduced or eliminated for the corresponding Statement Cycle.
 - The account's monthly fee will be reduced \$1.99 by enrolling in and receiving e-Statements
 - Each debit card purchase that posts and settles will reduce the account's monthly fee by \$0.20
- When either or both qualifications are not met, the monthly service fee is not reduced or eliminated.

Fees and rewards are variable and at our discretion may change after account is opened without notice to you.

Purpose & Use Expectations

This account is intended to be the accountholder's primary checking account in which payroll transactions and day-to-day spending activities post and settle.

TTFCU reserves the right to determine if the account is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making debit card transactions in a calculated and limited fashion in order to meet their monthly qualifications may have their accounts converted to a different checking account or closed altogether. We also reserve the right to



convert the account to a different checking account if the account does not have consistent, active use over 12 consecutive Statement Cycles.

TTCU has the right to close this account at any time. Our decision to close the account will not affect your existing obligations to us, including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted and no checks will be paid after the account is closed. If the account is closed, you will forfeit any rewards that have not been credit to your account. A TTCU check for the remaining balance, if applicable, will be mailed to the accountholder at the address indicated on our current records. Upon termination of your InControl account, any optional add-on products and/or services associated with this account will also be terminated at the same time.

Other Important Information

A \$5 minimum deposit is required to open the account. This account is not to be used for commercial purposes and there is a limit of one (1) account per social security number. This account's monthly service fee will be charged to the account on the last day of the current Statement Cycle. When you close this account, you will not be charged the monthly service fee for that Statement Cycle. Enrollment in electronic services (i.e. electronic statements) may be required to meet some of the account's qualifications. Federally insured by NCUA.

VII. Flex Checking Account Disclosure

Required Minimum Deposit

You must deposit \$5.00 to open this account.

Dividends

Dividends are not paid on this account.

Statements

Statements will be mailed monthly.

Account Requirements

You are required to have a Kasasa Cashback Account or InControl Checking Account in good standing to have a Flex Checking account.

Service Fees

Flex Checking is a free account. There are no service fees or minimum balance requirements. Bill Pay, debit card, online banking, and electronic statements are all free services with this account.

Overdraft Protection

This account does not carry Courtesy Pay. You can set up share transfers to cover insufficient items if you prefer. Debit card ODP coverage is not available with this account. Ask us for more details.

Other Important Information

Enrollment in online banking and/or electronic statements may be required for this account. Please contact us for details on how to enroll. If you close your Kasasa Cashback Checking Account or InControl Checking Account, your Flex Checking Account will also be closed. Flex Checking is intended to only be used in addition to Kasasa Cashback Checking Account and/or InControl Checking Account.

VIII. Money Market Share Account Disclosure

The Money Market Share Account is a tiered rate, checkable account that offers a higher dividend rate with several limitations regarding withdrawals.



Required Minimum Deposit

There is a minimum initial deposit requirement of \$50 to open this account. There is a minimum required balance of \$1,000 to avoid any service charges. A service fee of \$5 will be assessed if the account's balance drops below \$1,000.

Benefits of the Money Market Share Account

This account typically earns a higher dividend yield than the traditional share savings accounts. Higher dividends are paid to accounts with higher balances. This tier structure can be found on the most recent Rate Sheet issued by the credit union.

Dividends

Dividends paid will be based on the average daily balance and on the appropriate tier determined by the account's balance. Dividends will be compounded monthly and credited quarterly. Outstanding dividends may not be paid for account closed before dividends are posted.

Tier Structure

Presently dividends are paid based on the following tiers:

- \$0-\$2,500
- >\$2,500 - \$10,000
- >\$10,000 - \$25,000
- >\$25,000 - \$50,000
- >\$50,000 - \$100,000
- >\$100,000 - \$250,000
- >\$250,000

Funds Availability Policy

Typically deposited checks will be available the next business day. But domestic checks deposited into a money market account can be held for a maximum of 2 days and international checks deposited into share draft accounts can be expected to be held for approximately 15 days. Longer holds may apply in special circumstances. Members will always be notified in writing if a hold has been placed on a deposited check. Please refer to the credit union's Funds Availability Policy located in this document for further information.

Transaction Limitations

During a one month period, you may not make more than six withdrawals from the Money Market Share Account. No more than three of the withdrawals may be made by a draft to a third party. Every withdrawal past six will be assessed a fee of \$1.

Pledge of Shares

Funds deposited in a Money Market Share Account cannot be used specifically as security for a share-secured loan.

IX. Share Certificate Disclosure

Share certificates are time deposits that pay a fixed dividend rate to the account owner(s).

Required Minimum Deposit

The minimum opening deposit for a share certificate is \$1,000.

Dividends

Dividends are compounded and credited monthly. Outstanding dividends may not be paid for account closed before dividends are posted.

Transaction Limitations

Once opened, you cannot deposit or withdrawal funds from the share certificate without penalty.



Terms Available

- 6 Months
- 12 Months
- 18 Months
- 24 Months
- 36 Months

Early Withdrawal Penalties

If funds held in a share certificate are withdrawn prior to the maturity date the following fee schedule may be applied:

- 6 Month Certificate: 60 Days of Dividends
- 12 Month Certificate: 60 Days of Dividends
- 18 Month Certificate: 90 Days of Dividends
- 24 Month Certificate: 150 Days of Dividends
- 36 Month Certificate: 180 Days of Dividends

Renewal Options

After maturity, all share certificates will have a 7 day grace period. Within that period the funds can be renewed at the current prevailing rate, transferred to another credit union account, or transferred to another institution. If the request to withdraw the funds from the share certificate is made after the grace period a fee may be assessed.

X. Courtesy Pay Disclosure

Overdraft Protection Service

Members are expected to maintain sufficient available funds in any account to cover payment of all withdrawals and debits. If an account is covered by Courtesy Pay and there are insufficient available funds to cover some of the withdrawals or debits presented against an account, we may pay one or more of the withdrawals or debits (as we may select) creating an overdraft of the account. The credit union will only pay overdrafts up to \$500. Each item the credit union pays instead of returning the item will have an overdraft fee that is disclosed in the credit union's Fee Schedule. In the event the credit union pays a withdrawal or debit which results in an overdraft of your account, you are expected to immediately deposit sufficient funds into an account to cover the overdrawn amount. If the credit union pays a withdrawal or debit which results in an overdraft of an account, such payment shall not be a loan, and you agree to pay the fee as established by the credit union, including the fees assessed for withdrawals and debits against insufficient funds. Courtesy Pay is not a line of credit. If an account is overdrawn, the credit union has the discretion to pay the overdraft, subject to the limit of the account's overdraft protection and the amount of the overdraft fee. Texas Tech Federal Credit Union is not obligated to pay any item presented for payment if an account does not contain sufficient available funds. Any discretionary payment (or other negotiation or processing) by the credit union of any non-sufficient funds check or other item does not obligate or create an agreement or course of dealing for the credit union to pay any additional non-sufficient funds checks or items or to provide prior notice of its decision to refuse to pay any additional non-sufficient funds checks or items.

Texas Tech Federal Credit Union will have the discretion to pay overdrafts within the overdraft protection limits, but payment by the credit union is a discretionary courtesy and not a right of the account holder or an obligation of the credit union. The total of the discretionary overdraft protection (negative) balance, including any and all fees and charges, including all non-sufficient funds/overdraft fees is due and payable upon demand, and the member and each authorized signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Membership and Account Agreement.

Courtesy Pay overdraft protection service may be terminated at any time by the credit union without prior notice of reason or cause. Courtesy Pay overdraft protection service may be considered by the credit union for members in good standing, which include at least:

- The member is not in default on any loan or obligation with Texas Tech Federal Credit Union;
- The members is not subject to any legal or administrative order or levy;
- The member is not in violation of any provision of any agreement with us;
- The member has not died; or
- The member has not had an excessive number of overdrafts on their account.

Members are not guaranteed overdraft protection service in the future even if they have received this service in the past.



XI. MasterCard Debit Card Agreement

This Debit Card Agreement is the contract which covers you and our rights and responsibilities concerning the Debit Card services offered to you by the Texas Tech Federal Credit Union. In this agreement, the words “you” and “yours” mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words “we,” “us” and “our” mean the credit union. The word “account” means any one or more share and share draft accounts you have with the credit union. The word “card” means the Debit Card and any duplicates, renewals, or substitutes we issue to you. Debit Card transactions are electronically initiated transfers of money from your account through the Debit Card services described. By signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in the Agreement and any amendments for the Debit Card services offered. If approved, you may conduct any one or more of the Debit Card services offered by Texas Tech Federal Credit Union.

MasterCard Debit Card

You may use your card to purchase goods and services anywhere your card is honored by participating merchants. Funds to cover your card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, and there is not an overdraft protection plan that transfers the necessary funds from another account or loan account, we may not pay the amount and may terminate all services under this Agreement. You may use your card and PIN (Personal Identification Number) in automated teller machines of the credit union (if applicable), applicable networks and such other machines or facilities as the credit union may designate. At the present time, you may also use your card to:

- Make withdrawals from your share draft account
- Obtain balance information on your share draft account
- Make POS (Point-of-Sale) transactions with your card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept MasterCard.
- Order goods or services by mail, telephone, or online from places that accept MasterCard.
- The following limitation on the amount of MasterCard Debit Card transactions may apply:
 - Maximum of \$500 per day for ATM withdrawals
 - Maximum of at least \$2500 and up to \$5000 per day for POS transactions
 - Maximum of \$500 for Cash Advances per day
 - Maximum of at least \$8500 and up to \$16000 per day for aggregate withdrawals

Conditions of MasterCard Debit Card Services

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

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

Security of Access Code. You may use your access code with your MasterCard Debit Card. The access code issued to you is for your security purposes. Any code issued to you is confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access code that authority shall continue until you specifically revoke such authority by notifying the credit union. You understand that any joint owner you authorize to use an access code may withdraw and transfer funds from any of your accounts. If you fail to maintain the security of this access code and the credit union suffers a loss, we may terminate your MasterCard Debit Card services immediately.

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

Fees and Charges

There are certain fees and charges for MasterCard Debit Card services. From time to time, the charges may be changed. We will notify you of any changes are required by applicable law. The following fees and charges will be deducted from your share draft account as applicable:

- We do not charge for any Debit Card purchases at the present time



- We do not charge for any ATM withdrawals at the present time
- We do not charge for any POS transactions at the present time
- No Annual card fee at this time
- Replacement card fee of \$5.00
- Replacement PIN (Personal Identification Number) fee of \$2.50
- Non-sufficient funds fee of \$29.00 (if overdraft protection plan is in place)
- 1% Foreign Transaction Fee

Member Liability

Tell us at once if you believe your card or any access code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within two business days, you can lose not more than \$50 if someone uses your card 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 we can prove that we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 30 days after the statement was mailed to you, you may not get back any money lost after the 30 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (806) 742-3606 or write to Texas Tech Federal Credit Union, Box 41072, Lubbock, TX 79409-1072.

Right to Receive Documentation

Periodic Statements. Transfers and withdrawals made through any Debit Card transaction will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

Transaction Receipt. You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal or Debit Card transaction with participating merchants.

Account Information Disclosure

We will disclose information to third parties about your account or the transfers you make: As necessary to complete transactions; or To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant; or to comply with government agency or court orders; or If you give us your written permission.

Business Days

Our business days are Monday through Friday, excluding holidays.

Credit Union Liability for Failure to Make Transactions

If we do not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- For pre-authorized transfers, if through no fault of the credit union, the payment information for a pre-authorized transfer is not received.
- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash. If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as a flood, fire, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- Any other exceptions as established by the credit union.



Notices

All notices from us will be effective when we have mailed them or delivered them to your last known address in the credit union's records. Notices from you will be effective when received by the credit union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the credit union account and any future changes to those regulations.

Billing Errors

In case of errors or questions about MasterCard Debit Card transactions, please telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 30 days after we sent the first statement on which the problem appears. Call (806) 742-3606 or write to Texas Tech Federal Credit Union, Box 41072, Lubbock, TX 79409-1072.

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the credit union has made an error and why you need more information.
- Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.
- We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not re-credit your account.
- For transactions initiated outside the United States or in the event there are transfers resulting from a point-of-sale transaction, we will have 20 business days instead of 10 business days, and 90 calendar days instead of 45 calendar days, unless otherwise required by law, to investigate your complaint or question. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

Termination of MasterCard Debit Card Services

You may terminate this Agreement at any time by notifying us in writing and stopping use of your card and any access code. You must return all cards to the credit union. We may also terminate this Agreement at any time by notifying you orally or in writing. We may also program our computer not to accept your card or access code for MasterCard Debit Card services. Whether you or the credit union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

Governing Law

This Agreement is governed by the Bylaws of Texas Tech Federal Credit Union, federal laws and regulations, the laws and regulations of the State of Texas and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the country in which the credit union is located.

Enforcement

In the event either party brings a legal action to enforce the Agreement or collects any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the country and state in which the credit union is located, if allowed by applicable law.

Purchases and Cash Advances Made in Foreign Currencies will be Debited from your Account in U.S. Dollars

The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard from a range available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A fee will be imposed on all foreign transactions, including purchases, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands.



ATM and Debit Card Safety Tips

- Treat your card like cash. Keep it in a safe place.
- Keep your personal identification number (PIN) a secret.
- Protect your card's magnetic strip. Do not expose your card's magnetic strip to magnetic objects.
- Observe the ATM surroundings before approaching the ATM. If anyone or anything appears to be suspicious, cancel your transaction and leave the area at once.
- Minimize the time spent at the ATM by having your card out and ready to use. Do not let anyone see how much money you withdraw, and never count your money at the ATM.
- Never allow a stranger to assist you in conducting an ATM transaction, even if you have trouble or the card is stuck.
- Stand between the ATM and anyone waiting to use the terminal so that others cannot see your PIN or transaction amount.
- Look for possible fraudulent devices attached to the ATM. If the ATM looks different or appears to have any alterations or attachments to the card slot or PIN pad, do not use it.
- If anyone follows you after you have completed your ATM transaction, go immediately to a crowded, well-lit area and call the police.
- Be sure the transaction is complete and you have received a receipt before leaving.

XII. Internet Banking Disclosure & Agreement

If you requested Internet Banking Service ("Service"), we are required to provide you with certain information including the initial disclosure required by the Electronic Funds Transfer Act and Regulation E (jointly "EFTA"). In addition, while you are a subscriber to the Service, there may be other disclosures, notices, or other communications we are required to give you pursuant to EFTA, depending on the circumstances. This includes any notice we are required to provide pursuant to EFTA if we make changes to the Service, as well as any responses we are required to provide to you if you assert that an error or unauthorized transaction has occurred in connection with the Service. In order to continue enjoying the benefits of the Service, we require that you be willing to receive any disclosure, notice, or other communication required pursuant to EFTA electronically. If we provide a disclosure, notice, or other communication to you electronically that we are required to provide to you under EFTA, upon request, we will provide a copy to you at no additional cost.

Consent and Acknowledgement

This consent applies to the Service and any accounts, which you register to use with the Service. You have agreed to accept the disclosures and other information electronically as described above and accepting the following:

- Acknowledging receipt of the Disclosure & Agreement regarding the Service;
- Confirm you are able to access and retain this information provided electronically;
- Consenting to receipt of the disclosures and other information electronically as described above, and;
- Agreeing to the Terms and Conditions for the Service.

This Agreement and Disclosure ("Agreement") contains important information and guidelines for using the Service. These are the current terms of your Agreement with the Credit Union for accessing your accounts and making use of other services via Internet Banking. By using the Service, or authorizing others to use it, you agree to these terms. The Credit Union may amend these terms from time to time. You will be notified of any amendments that affect your rights or obligations. Each of your accounts at the Credit Union, which are accessed by the Service, continue to be governed by the applicable Membership and Account Agreement, State and Federal Regulations relating to Deposit Accounts, Electronic Fund Transfer Agreement and Disclosures, and the Rate and Fee Schedule Disclosure (all of which is included in the Member Information Packet).

Computer Equipment and Software

You will need computer hardware and software sufficient to enable you to access the Internet. You will need to have an Internet service provider and a browser that is SSL compliant (128 bit encryption) which includes Microsoft Internet Explorer 8.0, Mozilla Firefox 3.0, or Safari 3.1 or greater. You are responsible for the installation, maintenance, and operation of the computer and browser software. The risk of error, failure, or non-performance is your risk and includes the risk that you do not operate the computer and software properly. We are not responsible for any loss, damage or injury, whether caused by your equipment or software, the services, or any technical or editorial errors contained in or omissions from any user guide related to the services. We will not be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software or the services, except where the law requires a different standard.

Unavailable, Delayed, or Inaccurate Account Information

The Credit Union strives to provide complete, accurate, and timely account information through the Service. However, unless otherwise required by Law, we will not be liable to you if any such information is unavailable, delayed, or inaccurate. With respect to



electronic funds transfer problems, such as unauthorized transfers or the Credit Union's failure to properly complete authorized transfers, the extent of our liability is described in this Agreement.

New Services

We may, from time to time, introduce new services or enhance the existing services. We will notify you when these new or enhanced Services are available. By using these services when they become available, you agree that they will be governed by these Terms, Conditions, and Disclosures as well as any additional terms, conditions, and disclosures we provide to you.

Signing Up for the Service

To use Internet Banking you must have an account with the Credit Union that is in good standing. To use the Bill Payment Service you must have an active share draft account. You can activate any of these Services through the credit union's website. You will establish "Log In" credentials on the credit union's website.

Access Code

We are committed to the security of our members' accounts and account information. However, you must also take every precaution to ensure the safety, security, and integrity of your accounts and transactions provided on the Service. An Access Code will allow access to your accounts and other services provided; providing this information to another person effectively constitutes a grant of authority to access your accounts for all purposes including without limit, under the EFTA; such authorization shall continue until you have notified in writing that such person is not authorized to act with regard to your accounts and the Service. Your Access Code(s) is (are) designed to authenticate your transactions and those transactions which you authorize others to conduct for you. You agree that you will not disclose, and will prevent the disclosure of any Access Code. If the confidentiality of any Access Code is compromised you shall notify us immediately by calling us at (806) 742-3606 or toll-free at (877) 546-1818. In the event any of your Access Codes is compromised, you will be required to change it. You assume sole responsibility for maintaining your Access Code(s).

Scope of Internet Banking Services

Internet Banking will allow you to perform the following activities or access the following information:

- View savings, loan, and other account balances and histories;
- Transfer money within your accounts;
- View and download copies of paid checks;
- View deposits made to your accounts; and
- Download account history to Quicken.

Service Availability

The Service is generally available any time, day or night, seven days a week, by signing on to the Service and entering your User ID and Password. The Service may be unavailable from time to time for scheduled maintenance. There may also be unscheduled down time, but we will work to minimize such interruptions in Service.

Restrictions and Fees on Transfer from Certain Deposit Accounts

Each transfer through the Service from a money market account is counted as one of the limited transactions permitted each statement cycle period i.e. six per month for money markets, as described in the "Membership and Account Agreement" and "Fee Schedule." Transfers are not permitted to or from Share Certificates, IRA Certificates, Share Savings held for collateral, or IRA Savings.

Your Liability for Unauthorized Transfers

If you believe any of your Access Codes has been lost or stolen, you should notify us and change your Password immediately. Tell us at once if you believe your statement, account or transaction information, or security information has been lost, stolen or compromised. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account, as well as your maximum overdraft line of credit if applicable. If you tell us within two business days, you can lose no more than \$50.00 if someone used your security information without your permission. If you do not tell us within two business days after you learn of the loss or theft of your security information, and we can prove we could have stopped someone from using your security information without your permission if you had notified us, you could lose as much as \$500.00. If your statement shows transfers that you did not make, tell us at once. If we do not receive notification from you within sixty calendar days after the statement date, you may not be entitled to any type of account re-credit for lost funds.

We will tell you the results of our investigation within ten business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five calendar days to investigate your complaint or question. If we determine



we need this extra time, we will provisionally credit your account with ten business days for the amount you think is in error. You will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten business days, we may not provisionally credit your account. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

Security of Website

While the Credit Union has taken all necessary and optional precautions to ensure the security and safety of its website and the Internet Banking Service, the Credit Union does not guarantee that downloads from the site will be free of any viruses or other destructive devices. Additionally, you provide, request, and receive information from the site with the knowledge that such information can be intercepted and/or viewed by unknown third parties.

Amendments to Agreement

The Credit Union may modify this Agreement from time to time, and such modifications shall be effective immediately upon posting of the modified Agreement. By continuing to access or use the Service following such modifications, you agree to be bound by the modified Agreement.

Member Service Information

Questions regarding internet banking should be directed to the Credit Union at (806) 742-3606 or (877) 546-1818, during normal business hours Monday through Friday.

Mail correspondence may also be addressed to:

Texas Tech Federal Credit Union
Texas Tech University
Box 41072
Lubbock, TX 79409-1072

XIII. Internet Bill Pay Disclosure & Agreement

In order to sign up for Internet bill pay, you must read and agree to this Agreement and Disclosure. You may use the bill pay service to direct the Texas Tech Federal Credit Union (Credit Union) to make payments from your designated share draft account to the payees you choose in accordance with this agreement. The terms and conditions of this Agreement are in addition to the Account agreements, disclosures and other documents governing your account. If you decide to discontinue use of this service, please provide written notice to the Credit Union.

Authorization

Your use of the Texas Tech Federal Credit Union's Bill Pay Service signifies that you have read and agree to the terms and conditions of this Agreement and Disclosure.

Restrictions

A payment cannot exceed \$9,999.99 to any payee, and the due date must not be further out than one year. You may not use the bill pay service to make payments to a federal, state or local government or tax unit, or to collection agencies; court-ordered payments such as alimony, child support, speeding tickets, etc. Utility payments to government entities are permitted.

How Payments are Delivered

Your bill payments may be sent to payees either electronically or by paper check. Payments made by paper check will take a minimum of 4 to 5 business days to reach the payee. It is your responsibility to schedule your bill payments in such a manner that your obligations are paid on time. Allow sufficient time for each bill payment to reach and be processed by the payee. The Credit Union cannot guarantee the arrival date of any specific payment, and will not be liable for any service fees or late charges levied against your account.

Your Liability

You are responsible for any loss or penalty, monetary or otherwise, which you may incur due to the lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account (see Fee Disclosure information at the end of this agreement). If a bill payment is unable to process due to non-sufficient funds, your account will be assessed a non-sufficient funds



fee as disclosed in the credit union's fee disclosure. If a bill payment is successfully processed due to overdraft protection or Courtesy Pay, your account will be assessed an overdraft fee/Courtesy Pay fee as disclosed in the credit union's fee disclosure.

Stop Payments for Internet Bill Pay Initiated Transactions

The credit union cannot honor stop payments on electronic payments once they are in process. If the payment is made by check, and the check has not yet cleared your account, we may be able to place a stop payment on the check. If you desire to cancel or stop any check payment, you must call the Credit Union at (806) 742-3606 or toll-free at (877) 546-1818. Although we will make every effort to accommodate your request, we may be unable to place the stop payment and shall incur no liability for failing to do so. If you call, we will also require you to present your request in writing within 14 days after you call. There is a charge for each stop payment (see the current Fee Schedule for charges).

Amendments to Agreement

The Credit Union may modify this Agreement from time to time, and such modifications shall be effective immediately upon posting of the modified Agreement. By continuing to access or use the Service following such modifications, you agree to be bound by the modified Agreement.

IVX. Open Transfer Disclosure & Agreement

By using the Credit Union's Open Transfer Service you agree to all of the terms and conditions disclosed in this agreement. You also agree to receive any and all communication about this Service electronically.

Description of Service

The Open Transfer Service enables me to request a transfer of funds: (1) from my eligible Credit Union account to a verified account (An account I hold at another financial institution); or (2) from a verified account to my eligible Credit Union account. The Credit Union generally uses the ACH Network to execute my open transfer requests, but other methods of transfer may also be used. All requests must be made through the Credit Union's Internet banking system and are subject to the terms disclosed in the Member Information Packet, this agreement, and applicable laws and regulations.

Authorization to Transfer Funds

Using the Open Transfer Service I hereby represent and warrant to the Credit Union that I own each eligible Credit Union account and verified account and have full right and authority to all the funds on deposit therein. In addition, I authorize the Credit Union to execute and charge my eligible Credit Union account(s) for any open transfer request to a verified account and from a verified account to my eligible Credit Union account, including any related fee, subject to any applicable limit as to dollar amount, time delays to complete transfers when my Open Transfer requests are made in accordance with the procedures established by the Credit Union. I understand and acknowledge that the Credit Union has no obligation to execute any request for a transfer using the Open Transfer Service that is not initiated in accordance with such procedures. I further acknowledge that the acceptance and processing of an open transfer request is subject to the terms and conditions stated in this agreement, as amended from time to time. This authorization shall remain in full force and effect until I have informed the Credit Union in writing that I have revoked my authorization and the Credit Union has had a reasonable opportunity to act on it.

Information Relied Upon by the Credit Union

I acknowledge and agree that the Credit Union is relying upon the information I provide in originating an open transfer on my behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding my verified account are my responsibility. Although I represent and warrant to the Credit Union that I am the owner of each verified account and describe it to the Credit Union by name and account number (or any other number), I understand and agree that if open transfer instructions identify a verified account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. I understand that financial institutions holding my verified accounts may not investigate discrepancies between names and numbers. In addition, I agree that the Credit Union has no responsibility to investigate discrepancies between names and account numbers.

Limited Power of Attorney

I acknowledge and agree that when the credit union originates a request for a transfer using the Open Transfer Service, the Credit Union is acting as my agent. I agree to indemnify and hold harmless the Credit Union as my agent under this limited power of attorney.



Security Procedures

I agree that the Credit Union will initiate a funds transfer request for me only after I access my eligible Credit Union account(s) through its Internet banking service using the established login credentials. I acknowledge and agree that the Credit Union has established commercially-reasonable security procedures for the Open Transfer Service. I understand that the security procedures are designed to authenticate my identity before accepting a request for an open transfer and not to detect errors in the content of my instruction.

Verification of Accounts at Other Financial Institutions

After agreeing to this agreement and providing any additional information requested, I may enroll accounts that I hold at other financial institutions (each, a "third party account") in the Open Transfer Service. I hereby authorize the Credit Union to verify a third party account through a process referred to as "Confirmation of Trial Deposits." I authorize the Credit Union to verify my third party account through the use of a trial transfer, in which three low value withdrawals or deposits will be debited or credited to the account. Once the verification process is successful, each third party account will become a verified Account.

XV. Electronic Statement and Notice End User Agreement

Acceptance of Terms

This agreement is a contract that establishes the rules covering your receipts of monthly statements and notices for your accounts at the Texas Tech Federal Credit Union. By entering into this agreement, you accept all of the terms and conditions contained herein. Please read it carefully.

Acknowledgement of Disclosures

By signing up for Electronic Statements, you instruct and authorize the Texas Tech Federal Credit Union to begin electronic delivery of your account statements and marketing material, as well as notices we are required to provide under applicable Federal and State statutes. You must have an active, valid e-mail account to use this service. If at any time your e-mail address changes, you must notify the credit union immediately. You agree that failure to provide the credit union with an accurate and current e-mail address is not the fault of the credit union.

Your electronic statements and notices will be delivered to the most current e-mail address you have provided to the credit union. You will be able to view and print your statements after you access your account via our online banking platform and entering your secure password. You agree not to make your password available to anyone who is not authorized to sign on your account.

You further understand that your computer must have access to the Internet and be able to run Microsoft Internet Explorer version 4.0 or higher. In addition, you have and will maintain a printer capable of printing any disclosures or account statements that are made available to you.

Your Right to Terminate

You may cancel your Electronic Statement service at any time by providing us with a request in writing by e-mail, fax, or by mail. Your request will take no longer than fifteen (15) days to become effective from the date we receive the request. If you cancel Electronic Statements, we will resume sending you a statement via regular mail.

Our Right to Terminate

You agree that we can terminate Electronic Statement service and provide you with mailed statements for any reason at any time.

XVI. P2P (Person-to-Person) Payments End User Agreement

Introduction

The following Terms and Conditions ("Agreement") apply to our P2P (Person-to-Person) Payment service.



Acceptance

By accepting this Agreement and by using P2P, you agree to all the terms, conditions and notices contained in this Agreement and accept responsibility for your use of P2P. Please read this Agreement carefully before accepting. We may amend these terms, and modify or cancel the P2P service, from time to time without notice, except as may be required by law.

Any deposit Account accessed through this service is also subject to the Account Disclosures and Regulations contained within the Member Information Packet. You should review the Account Disclosures carefully, as they may include transaction limitations and fees which might apply to your use of P2P.

Definition of Terms

- "P2P (Person-to-Person) Payments" means the service within Mobile Banking powered by PayPal that allows you to send funds to an outside email or cell phone number.
- Mobile Banking P2P (Person-to-Person) Payments powered by PayPal™
- Every Mobile Banking user is automatically enrolled for P2P (Person-to-Person) Payments powered by PayPal ("P2P Payments"), a service that allows users to send money via Mobile Banking to others via a cell phone or email address through the PayPal network. Sending money does not require having a PayPal Account, but the following rules do apply regarding PayPal's role in processing P2P Payment transactions that use the PayPal network.
- PayPal's Relationship with You
- PayPal is only a Payment Service Provider. PayPal helps you make payments to and accept payments from third parties. PayPal is an independent contractor for all purposes, except that PayPal acts as your agent with respect to the custody of your funds only. PayPal does not have control of, or liability for, the products or services that are paid for with our service. We do not guarantee the identity of any User or ensure that a recipient will complete a transaction.
- **Intellectual Property** "PayPal.com", "PayPal", and all logos, related to the service, are either trademarks or registered trademarks of PayPal or its licensors. You may not copy, imitate or use them without PayPal's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of PayPal. You may not copy, imitate, or use them without our prior written consent. You may use HTML logos provided by PayPal through our merchant services, auction tools features or affiliate programs without prior written consent for the purpose of directing web traffic to the service. You may not alter, modify or change these HTML logos in any way, use them in a manner that is disparaging to PayPal or the service or display them in any manner that implies PayPal's sponsorship or endorsement. All right, title and interest in and to the PayPal website, any content thereon, the services, the technology related to the PayPal services, and any and all technology and any content created or derived from any of the foregoing, is the exclusive property of PayPal and its licensors.
- **Transaction History** You may view your transaction history by logging into Mobile Banking and looking at your Account History. Your history is also available through online banking and the periodic statements we provide you.
- **Calls to You** By providing a telephone number (including a wireless/cellular telephone) during P2P enrollment, you consent to receiving autodialed and prerecorded message calls from PayPal at that number.

Eligibility for P2P Payments

To be eligible for P2P Payments, you must be at least 18 years old and a resident of the United States or one of the countries listed on the PayPal WorldWide page. This Agreement applies only to Users who are residents of the United States.

Identity Authentication

You authorize PayPal, directly or through third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your Information against third party databases or through other sources.

Sending Money via Mobile Banking P2P Payments

- **Sending Limits** - PayPal may, at its discretion, impose limits on the amount of money you can send through the P2P Payments service (in addition to any limits set by us).
- **Bank Transfers** - When a Mobile Banking P2P Payment is made, the funds are immediately transferred from your account for transfer and credit to PayPal to provide funds to the recipient. You agree that such requests constitute your authorization to us and PayPal to make the transfers. Once you have provided your authorization for the transfer, you may not be able cancel the electronic transfer.



Refused and Refunded Transactions

When you send money, the recipient is not required to accept it. You agree that you will not hold PayPal or us liable for any damages resulting from a recipient's decision not to accept a payment made through the service. We will return any unclaimed, refunded or denied payment to your Account within 30 Days of the date you initiate payment. If a payment is unclaimed, denied or refunded for any reason, we will return the money to your Account.

How to Notify Us of Unauthorized EFT, Lost Device, Error or Inquiry

You agree to notify us immediately if you believe your user name, password, or PIN has become known or an unauthorized transaction has occurred involving your Account, and/or if your registered Device is lost, misplaced, otherwise not in your possession, or stolen. Telephoning is the best way of keeping your possible losses to a minimum. Please call us immediately. You may also send a message via a secure messaging by logging into internet banking.

You must include the following information: Your name and Account number; a description of the error, loss and/or EFT that you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and, the dollar amount of the suspected error or unauthorized EFT.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We must hear from you no later than 60 days after the date we send the first statement on which the problem or error appeared.

Fees

We currently do not charge a fee for P2P. However, you will be responsible for any excess transaction fees that may apply to your Account. Also, you are responsible for web access and/or data or text message charges that may be billed by your mobile carrier. Check with your mobile carrier for details on specific fees and charges that may be applicable.

Disclosure of Account Information

Please see our Privacy Policy Notice for information regarding how we disclose your personal information.

Notices/Contact Information

You can contact Texas Tech Federal Credit Union at:
Texas Tech Federal Credit Union
Box 41072
Lubbock, TX 79409-1072
1-877-546-1818
www.texastechfcu.org

Our Limited Liability for Use of Mobile Banking

Our P2P service is provided to you on an "as-is" and "as-available" basis. We do not make any warranties or representations that you will have continuous or uninterrupted access to P2P or its content or functions, or that such functions will be error-free or any advertisements, or websites in connection with that service, including, without limitation, express or implied warranties of merchantability, fitness for a particular purpose or non-infringement of third-party rights and title, and any implied warranties arising from course of dealing or course of performance. Your sole and exclusive remedy for any failure or non-performance of P2P (including any software or their materials supplied in connection with P2P) shall be for us to use commercially reasonable efforts to perform an adjustment or repair of the P2P service. Some jurisdictions do not allow the exclusion of certain warranties, so the above exclusions may not apply to you. You may also have other legal rights, which vary by state.

In no event will we, or any of our officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third-party service providers be liable for any consequential (including, without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute of goods or mobile banking), indirect, incidental, special or punitive damages arising out of or in connection with your use of P2P. The aggregate liability of us and our third-party service providers under this agreement shall not exceed one thousand dollars. Because some states do not allow the exclusion or limitation of liability for consequential damages, the above limitations may not apply to you.

Indemnification

You agree to indemnify, defend, and hold us and our affiliates, officers, directors, employees, consultants, agents, mobile service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or



misappropriation based on information, data, files, or otherwise in connection with the service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of P2P.

Entire Agreement

This Agreement, as it may be amended from time to time, together with any other disclosures or documents provided to you about your P2P services and Accounts, contains the entire agreement between you and supersedes any other or oral communications and previous agreements, if any, with regard to P2P.

Governing Law

Any Account will continue to be governed by the laws described in the Account agreement. This Agreement will be construed and interpreted in accordance with Federal law applicable to P2P and to the extent not superseded by Federal law.

XVII. Other Electronic Fund Transfers Disclosures

Double T Telephone Teller (Audio Response)

If we approve the Double T Teller audio response access service for your accounts, a separate PIN (Personal Identification Number) will be assigned to you. You must use your PIN along with your account number to access your accounts. At the present time you may use the audio response access service to:

- Withdraw funds from your share and share draft accounts
- Transfer funds from your share, share draft and cross-member accounts
- Obtain balance information for your share, share draft and loan accounts
- Make loan payments from your share and share draft accounts
- Access your Line-of-Credit account
- Determine if a particular item has cleared
- Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts
- Verify the last date and amount of your payroll deposit

Your accounts can be accessed under the Double T Telephone Teller audio response service via a touch tone telephone only. Double T Telephone Teller service will be available for your convenience twenty-four hours per day. This service may be interrupted for a short time each day for data processing.

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

Preauthorized EFTs

- Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the credit union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your share or share draft account.
- Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your share and share draft account.
- Stop Payment Rights. If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen days of any oral notification. If we do not receive written confirmation, the oral stop payment order shall cease to be binding fourteen days after it has been made.
- Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop payment of a preauthorized transfer three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.



Electronic Check Conversion/Electronic Returned Check Fees

If you pay for purchases or bills with a check or share draft you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.



Schedule of Fees & Charges*
Effective July 1, 2017

DEPOSIT PRODUCT FEES	
Share Savings Excess Withdrawal Fee (After 6 per month)	\$5.00
Deposited Items Returned Unpaid Fee	\$5.00
Early Closure Fee (if within 13 Months)	\$25.00
IRA Early Withdrawal Fee (if within 13 months)	\$50.00
Monthly Inactive Account Fee (After 12 months)	\$5.00
Stop Payment Charge	\$32.00
ACH Outgoing Transfer (One-time only)	\$15.00
Online ACH Origination (Outgoing & Incoming)	FREE

WIRE FEES	
Domestic Wire Outgoing	\$20.00
International Wire Outgoing	\$50.00
International Foreign Currency Denominated Wire Outgoing	\$60.00

MONTHLY ACCOUNT SURCHARGES	
Kasasa Cash Back Checking	FREE
InControl Checking*	\$3.99
Red Raider Checking (if balance falls below \$500)	\$10.00
Regular Share Draft Account (if balance falls below \$500)	\$5.00
Money Market Savings Account (if balance falls below \$1000)	\$5.00

KASASA PROTECT	
Kasasa Accountholders	\$7.99
Non-Kasasa Accountholders	\$9.99



PLASTIC CARD SERVICES	
Debit Card Replacement	\$5.00
Debit Card PIN Replacement	\$2.50
Credit Card Replacement	\$5.00
Foreign ATM Fee	\$1.50

LOAN FEES	
Subsequent Action Request	\$25.00
Loan Origination Fee	\$50.00

NON-SUFFICIENT FUNDS FEES	
Courtesy Pay Paid Fee	\$32.00
Return Item Fee	\$32.00
Daily Negative Account Fee (except for CP accounts)	\$2.00
Transfer to Cover NSF Item	\$2.00

SERVICE CHARGES	
Official Check	\$3.00
Money Order	\$2.00
Check Copy	\$3.00
Statement Copy	\$3.00
Account Research (per hour)	\$30.00
Visa Gift Card	\$3.00
Fax Service	\$1.00
Address Search	\$30.00
Levy/Garnishment Processing Fee	\$100.00
Return Mail Fee (per occurrence)	\$5.00
Temporary Check Fee (per check; minimum of 4)	\$1.00
Foreign Currency Order	\$20.00
Verification of Deposit	\$25.00
Cash Advance Fee	\$15.00