



# **PRIVACY NOTICE**

NOTICE OF YOUR FINANCIAL PRIVACY RIGHTS

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Effective May 2018



YOUR CREDIT UNION

Rev. May 2018

<b>FACTS</b> <b>WHAT DO TEXAS DOW EMPLOYEES CREDIT UNION AND ITS AFFILIATES DO WITH YOUR PERSONAL INFORMATION?</b>		
<b>Why?</b>	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.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>● Social Security number</li> <li>● Income</li> <li>● Location</li> <li>● Transaction history, account transactions, balances, payment history, and checking account information.</li> <li>● Areas of Interest</li> <li>● IP address, use of this website, online services &amp; other sites</li> </ul> <p>When you are <i>no longer</i> our member, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share members' personal information to run their everyday business. This information may be collected with the use of pixel tags, clear GIFs or "cookies" which are pieces of data stored on your device. These are assigned to the device by a server and when you return to the site data is returned to the server. Most browsers allow you to reject and delete cookies; however this may degrade your online experience on our site. In the section below, we list the reasons financial companies can share their members' personal information; the reasons TDECU and its affiliates choose to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Do TDECU and its affiliates share?	Can you limit this sharing?
<b>For our everyday business purposes -</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes -</b> to offer our products and services to you	Yes	You may download a browser add-on to prevent Google Analytics from using your data at <a href="https://tools.google.com/dlpage/gaoptout">https://tools.google.com/dlpage/gaoptout</a> .
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes -</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes -</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Call toll-free 800.839.1154 or go to <a href="http://tdecu.org">tdecu.org</a>	

Who We Are	
<b>Who is providing this notice?</b>	TDECU and its affiliates means Texas Dow Employees Credit Union and TDECU Insurance Agency.
What We Do	
<b>How do TDECU and its affiliates protect my personal information?</b>	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. We also maintain other physical, electronic, and procedural safeguards to protect this information and limit access to information to those employees for whom access is appropriate.
<b>How do TDECU and its affiliates collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>● Open an account</li> <li>● Apply for a loan</li> <li>● Make deposits or withdrawals from your account</li> <li>● Give us your contact information</li> <li>● Show your driver's license</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>● sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>● affiliates from using your information to market to you</li> <li>● sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>● <i>TDECU and its affiliates do share with its affiliates.</i></li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>● <i>TDECU and its affiliates do not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>● <i>Our joint marketing partners include insurance companies and marketing firms.</i></li> </ul>
Other Important Information	
<p><b>COMPLAINT NOTICE:</b> If you have a problem with the services provided by this credit union, please contact us at: TDECU, 1001 FM 2004, Lake Jackson, TX 77566-4012 800.839.1154</p> <p>This credit union is incorporated under the laws of the State of Texas and under state law is subject to regulatory oversight by the Texas Credit Union Department. If any dispute is not resolved to your satisfaction, you may also file a complaint against the credit union by contacting the Texas Credit Union Department through one of the means indicated below:</p> <p>In person or US Mail: Texas Credit Union Department, 914 East Anderson Lane, Austin, Texas 78752-1699 Phone: 512.837.9236 Fax: 512.832.0278 Email: <a href="mailto:complaints@tud.texas.gov">complaints@tud.texas.gov</a> Website: <a href="http://tud.texas.gov">tud.texas.gov</a></p>	



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# **TERMS & CONDITIONS**

IMPORTANT ACCOUNT INFORMATION FOR OUR MEMBERS

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Effective May 2018

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## TERMS AND CONDITIONS OF YOUR ACCOUNT

**IMPORTANT ACCOUNT OPENING INFORMATION** - In order to conduct business with TDECU, as a member or non-member, as well as under Federal law requirements, we will obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances, we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

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

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

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

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

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

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

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued, or on any account on which you are listed as owner. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

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

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

### **WITHDRAWALS -**

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

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

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

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

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

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

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

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**UNIFORM SINGLE-PARTY OR MULTIPLE-PARTY ACCOUNT SELECTION FORM NOTICE** - The type of account you select may determine how funds in your account pass on your death. Your will may not control the disposition of funds held in some of the following accounts. You may choose to designate one or more convenience signers on an account, even if the account is not a convenience account. A designated convenience signer may make transactions on your behalf during your lifetime, but does not own the account during your lifetime. The designated convenience signer owns the account on your death only if the convenience signer is also designated as a P.O.D. payee or trust account beneficiary.

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

**SINGLE-PARTY ACCOUNT WITH “P.O.D.” (PAYABLE ON DEATH) DESIGNATION** - The party to the account owns the account. On the death of the party, ownership of the funds in the account passes to the P.O.D. beneficiaries of the account. The account is not a part of the party’s estate.

**MULTIPLE-PARTY ACCOUNT WITHOUT RIGHT OF SURVIVORSHIP** - The parties to the account own the account in proportion to the parties’ net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party’s ownership of the account passes as a part of the party’s estate under the party’s will or by intestacy.

**MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP** - The parties to the account own the account in proportion to the parties’ net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party’s ownership of the account passes to the surviving parties.

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

**CONVENIENCE ACCOUNT** - The party to the account owns the account. The cosigner to the account may make account transactions for the party. The cosigner does not own the account. On the death of the party, ownership of the funds in the account passes as a part of the party’s estate under the party’s will or by intestacy. The financial institution may pay funds in the account to the cosigner before the financial institution receives notice of the death of the party. The payment to the cosigner does not affect the party’s ownership of the account.

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

**ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**ESCHEAT ACCOUNT REPRESENTATIVE** - In accordance with the Texas Property Code for the escheatment of funds or safe deposit boxes on account with TDECU, you may request the addition of an account representative to your deposit accounts or safety deposit boxes. This person would act as contact in the event that your account should qualify for escheatment. This person holds no transactional authority over the account.

**PLEDGE OF ACCOUNT PURSUANT TO THE TEXAS ESTATE CODE** - You agree to pledge funds in your deposit, savings or any other account you hold with us to secure any amounts you owe us at the time of your death, notwithstanding that the account funds are payable to a joint holder with right of survivor or Payable on Death (“POD”) beneficiary. Notice of this pledge has been or will be provided to any joint holder of the affected account(s). This means that in the event any loans you have with the Credit Union are still outstanding 30 days after we are notified of your death, the Credit Union may, in its discretion, offset those accounts towards your outstanding loans before any remaining funds are remitted to your survivor(s) or POD beneficiary(ies).

**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 dated, authenticated, and describe the item with certainty, including the exact account number, the check or draft number, and the exact amount of the check or draft. This exact information is necessary for the Credit Union’s computer to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we 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. Additional imitations on our obligation to stop payment are provided by law (e.g., we paid the item in case or we certified the item).

**Duration of Order.** Authenticated 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 Truth-In-Savings Disclosures or Schedule of Fees and Charges. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, 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.

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

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

**RESTRICTION OF SERVICES** - We may restrict or suspend access by a member to any or all products or services, except the basic rights of a member to vote in annual and special meetings and maintain a share account, if a member engages in conduct that is abusive to the credit union and its membership. This conduct includes, but is not limited to: actions that abuse the products or services of the credit union; abusive or threatening behavior; and suspicious, fraudulent, illegal, dishonest, or deceptive activities. Restrictions or suspensions of accounts, products, and/or services will be reasonably related to the nature of the member's conduct. This policy will also apply to joint owners and authorized users of accounts, products, and services. When a member is delinquent on a loan or has caused TDECU a loss, TDECU may deny that member's subsequent application for any new product or service that would allow the member to obtain further credit from TDECU or cause TDECU a further loss. Pursuant to TDECU's bylaws and the Federal Credit Union Act, members may be expelled at a special meeting called for the purpose of expelling those members.

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

**STATEMENTS - Your duty to report unauthorized signatures, alterations, and forgeries** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

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

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

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

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

**RIGHT TO REPAYMENT OF INDEBTEDNESS** - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

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

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity, or (d) the debt is created by a home equity loan, or (e) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

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

**PLEDGES** - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.



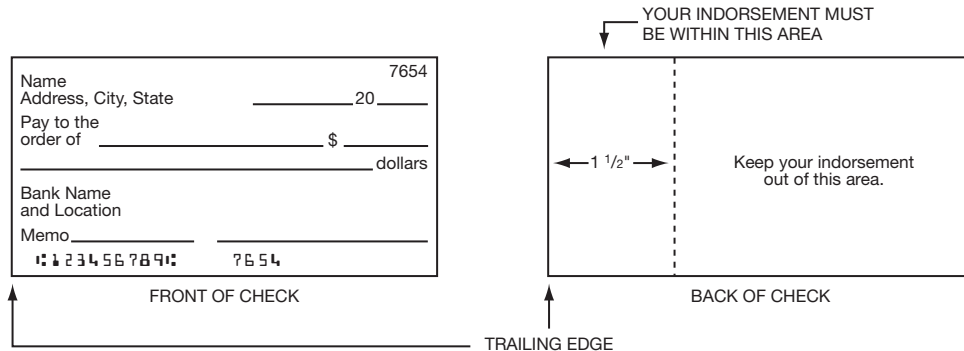
**CHECK PROCESSING** - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains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

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

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

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

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



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

These indorsement guidelines apply to both personal and business checks.

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

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CREDIT VERIFICATION** - You authorize TDECU to verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

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

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

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

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

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

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

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account or loan from time to time by telephone, text messaging or email. By providing your telephone number, including your wireless telephone number, in connection with this account or loan, you have consented and authorized TDECU or anyone acting on its behalf to contact you about your account or loan at that number using an automatic telephone dialing system or an artificial or prerecorded message. You agree to promptly notify TDECU if your contact information changes. However, we must first obtain your consent to contact you about your account or loan because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

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

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call.

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

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

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

**ADDRESS OR NAME CHANGES** - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

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

**ACH TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by ACH, we are not required to give you any notice of the payment order or credit.

**WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. This Fund/Wire Transfer Agreement governs the procedures and responsibilities concerning payment orders initiated by the member through TDECU. The terms used in this Agreement have the meaning given to them in Article 4A of the Uniform Commercial Code (UCC) and the provisions of the UCC as enacted by the state of Texas. Member agrees to be bound by any payment order, whether or not authorized, issued in the member's name and accepted by TDECU in accordance with TDECU verification and security procedures. Member will follow security procedures imposed by TDECU as commercially reasonable methods of verifying payment orders and other fund transfers as listed in TDECU's Terms & Conditions. If we receive a payment order to credit an account you have with us by wire, we are not required to give you any notice of the payment order or credit.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**UTMA ACCOUNTS** - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or ensure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

**COURTESY PAY OVERDRAFT PROTECTION** - An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

TDECU currently provides multiple overdraft options on your checking account to protect you from insufficient funds. We offer: 1) overdraft protection plans such as a link to a savings account or a Line of Credit Loan, 2) Courtesy Pay overdraft protection, which allows TDECU to overdraw your checking account in order to pay a transaction up to a predetermined limit - this can be used to cover checks, ACH transactions, and recurring debit card transactions, and 3) overdraft protection to cover your ATM and one-time debit transactions, but you must provide us with your affirmative consent, or "opt in" to this portion of the program.

You agree to repay any overdraft and any overdraft fees caused by using our courtesy pay program.

**SKIP-A-PAY** - From time to time, we may offer you the opportunity to skip a payment on your account(s). The offer, if made, will be reflected on your periodic statement in the form of a zero minimum payment, or as a separately delivered message, informing you that you can skip your payment for that month. Your choice to skip the payment will constitute your acceptance of the offer. As a result, your payments will resume the following month. Interest will continue to accrue at the interest rate in effect at that time for the related skip payment period. All other provisions of your credit agreement shall apply following the skipped payment. On a joint account, either member acting alone may accept the skip payment. Certain account exclusions may apply.

## ELECTRONIC DISCLOSURES AND NOTICES

This disclosure describes the process that must occur before we can provide you with electronic disclosures and notices (such as by email or website). It also describes your rights in the event you consent to receiving electronic disclosures and notices. First we must inform you as to the computer hardware and software requirements to receive and keep the electronic disclosures and notices. Then we must make an electronic request for your consent. Finally, you must give your consent electronically in response to our request. You understand prior to giving your consent that:

- (1) Your consent applies only to disclosures and notices regarding your deposit/share accounts, including your periodic account statements;
- (2) Unless you consent, you have the right to receive all required disclosures in paper or non-electronic form;
- (3) Even after consent, if you want to receive a paper copy of the disclosure in addition to the electronic disclosure you can obtain one free of charge by calling us;
- (4) You can withdraw your consent at any time by calling us; and
- (5) You must promptly provide us with the information (such as an email address) needed to communicate with you electronically and update us as to any changes in such information by calling us.

We reserve the right to provide any disclosures or notices in writing, rather than electronically. Except as otherwise provided by law or in other agreements, you can give us all notices regarding your deposit/share accounts or your periodic statements, except for stop payment orders, by email using our then current email address, regardless of anything in this agreement to the contrary; however, we reserve the right to have any notices confirmed in writing upon our request.

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## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

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

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

**Telephone Banking** - You may access your account by telephone 24 hours a day at 979.297.0420 or 800.839.0420 using your account number and personal identification number (PIN) for:

- transferring funds within your account
- account information and history
- loan information
- making payments
- transferring funds from account to account

**Online Banking Transfers - types of transfers** - You may access your account(s) through the Internet using your personal identification number and your account number, to:

- transfer funds between checking, savings, and club
- transfer funds from line of credit to checking, savings, or club
- make transfers of funds from checking, savings or club account to another individual without an account at TDECU (PopMoney)
- make payments from checking, savings, or club to loan accounts with us
- make payments from checking or money market to third parties (Bill Payment)
- make transfers of funds from checking or savings to checking or savings accounts owned by you at another financial institution (Bill Payment)
- make transfers of funds to checking or savings from checking or savings accounts owned by you at another financial institution (Bill Payment)
- initiate wire transfers (certain fees and restrictions may apply)
- transfer funds from account to account (cross account transfer; certain limitations may apply)
- view checks that have cleared on your account
- obtain information about:
  - the account balance of checking, savings, club, loans, and certificate accounts
  - the last 6 months transactions on checking, savings, club, loans and certificate accounts

**Mobile Banking Transfers - types of transfers** - You may access your account(s) through the browser on your cell phone at [www.tdecu.org/mobile](http://www.tdecu.org/mobile), or your web browser using mobile URL and using your user identification and password, to:

- transfer funds between checking, savings, and personal line of credit
- make payments from checking or savings to loan account(s) with us
- get information about:
  - the account balance of checking or savings account(s)
  - the last six months deposits to checking or savings accounts
  - the last six months withdrawals from checking or savings accounts
- secure messages, including account alerts

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

- make deposits to checking or savings account(s) only at depository ATMs we own or operate
- get cash withdrawals from checking or savings account(s)
  - you may withdraw no more than \$1,000.00 per 24 hours, aggregated for all suffixes
- transfer funds between checking and savings account(s)

- obtain account balance(s)
- obtain advances on (line of credit) loans

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

**Types of VISA® Debit Card Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Point-of-Sale Transactions - dollar limitations** - Using your card:

- you may not exceed \$5,000.00 in transactions per day

**Types of Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

**Currency Conversion.** Purchases and cash advances made in currencies other than U.S. dollars will be converted to and billed to you in U.S. dollars under the regulations established by VISA International. We do not determine the currency conversion rate which is used, nor do we receive any portions of the currency conversion rate. The conversion rate to U.S. dollars will be (I) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (II) the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the Issuer. Conversion to U.S. dollars may occur on a date other than the transaction date; therefore, the currency conversion rate may be different than the rate in effect at the time of the transaction. You agree to pay the converted amount.

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

**Non-Visa Debit Transaction Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Visa-branded debit card on a PIN-Debit Network\* (a non-Visa network) without using a PIN.

The non-Visa debit network(s) for which such transactions are enabled are: STAR and PLUS Network(s).

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa-branded debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

#### FEES

- We do not charge for direct deposits to any type of account.
  - We do not charge for preauthorized payments from any type of account.
- Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

#### DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 800.839.1154 to find out whether or not the deposit has been made.
- **Periodic statements.** You will get a detailed account statement from us for your accounts.

#### PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 calendar days after you call.

We will charge you for each stop-payment order you initiate. For current fees, see separate fee schedule.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### FINANCIAL INSTITUTION'S LIABILITY

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

#### CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission.

#### UNAUTHORIZED TRANSFERS

##### (a) Consumer liability.

• **Generally.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone used

your card and/or code without your permission. (If you believe your card and/or code has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card and/or code without your permission.)

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

• **Additional Limit on Liability for VISA® Debit Card.** Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA® Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, or that someone has transferred or may have transferred money from your account without your permission, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check or draft without your permission.

#### **ERROR RESOLUTION NOTICE**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 calendar days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days (5 business days for VISA® Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for VISA® Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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

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

TDECU  
1001 F.M. 2004  
LAKE JACKSON, TX 77566-4012  
Days of Operation: Monday through Saturday  
Excluding holidays per notice posted in the lobby.  
Phone: 800.839.1154  
MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

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

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

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always keep your ATM receipts secure. Don't leave them at the ATM or night deposit facility because they may contain important account information. Shred your ATM receipts once they are no longer needed.
3. Don't lend your card to anyone.
4. Remember, do not leave your card at the ATM. Do not leave any financial documents at a night deposit facility or lying out unsecured.
5. Protect the secrecy of your Personal Identification Number (PIN). Protect your card as though it were cash. If your card has an embedded chip, consider keeping the card in a safety envelope to avoid undetected and unauthorized scanning. Don't tell anyone your PIN. Don't give anyone information regarding your card or PIN over the telephone or Internet. If your card can be used to make purchases, only consider providing card information over the telephone or the Internet if it is to a trusted merchant and for a call or transaction initiated by you – and never provide the merchant with the PIN to your card.
6. Protect against ATM and Internet fraud. Promptly compare your monthly account statements or the account histories that you receive against your ATM and other receipts. If you make a purchase on the Internet, end the transaction by logging out of the website instead of just closing the web browser.
7. Inspect an ATM before you use it. Look for possible tampering, or for the presence of an unauthorized attachment that could capture your PIN or other information from your card. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
8. Protect the security of your PIN. Ensure no one can observe you entering your PIN into the ATM. An example of preventing others from seeing you enter your PIN is by using your body or hand to shield their view.
9. If you lose your card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
10. When you make a transaction, remain aware of your surroundings and exercise caution when withdrawing funds. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
11. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
12. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, put your card away and leave. You might consider using another ATM or coming back later.

13. Don't display your cash; put it away as soon as the ATM transaction is completed and wait to count the cash until you are in the safety of a locked enclosure such as your car, home, or in another secure area.
14. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
15. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

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## YOUR ABILITY TO WITHDRAW FUNDS

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

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

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

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

If we cash a check for you that is drawn on another bank, 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 bank, 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

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

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,000 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

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

### SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 30 days your account is open.

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

Funds from all other check deposits will be available on the tenth business day after the day of your deposit.

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## SUBSTITUTE CHECKS AND YOUR RIGHTS

As our member, we think it's important for you to know about substitute checks. The following Substitute Check Disclosure provides information about substitute checks and your rights. So you will recognize substitute checks when you receive them, we have included a copy of the front side of a substitute check along with an explanation of the substitute check's components.

### What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, insufficient funds fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

## How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

TDECU  
1001 FM 2004  
Lake Jackson, TX 77566-4012  
Phone: 800.839.1154

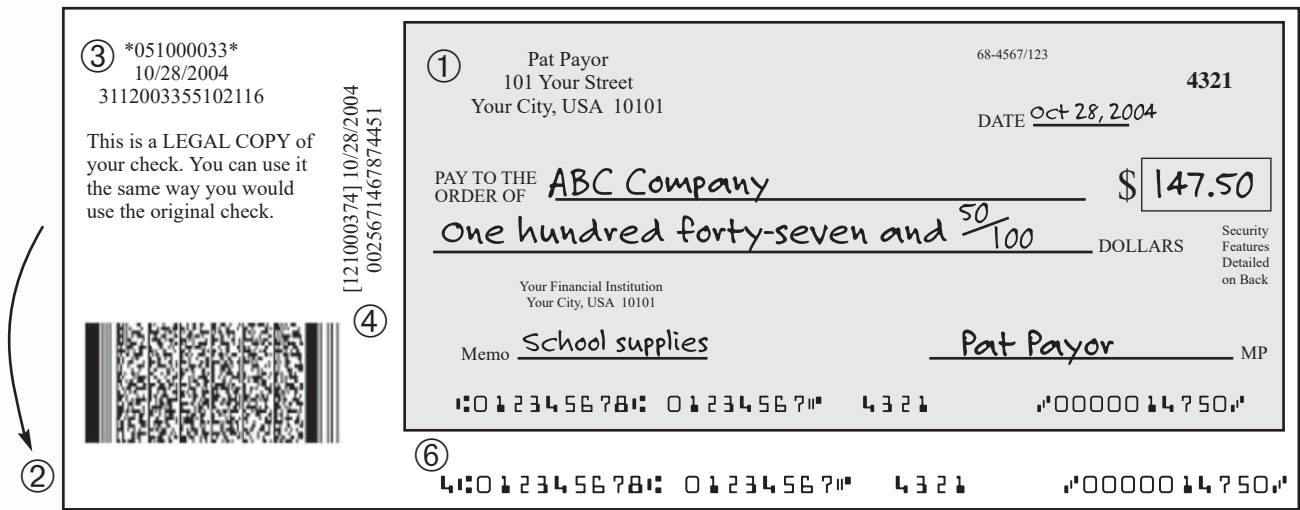
You must contact us within 60 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, and the name of the person to whom you wrote the check.

## SUBSTITUTE CHECK IMAGE

Below is an image of a sample substitute check. The numbers listed below the image correspond with the numbers on or near the substitute check image and the corresponding text explains the various components of a substitute check.



These numbers correspond with the numbers on the Substitute Check Image:

- 1 An image of the original check appears in the upper right-hand corner of the substitute check.
- 2 A substitute check is the same size as a standard business check.
- 3 The information in asterisks relates to the "reconverting bank"—the financial institution that created the substitute check.
- 4 The information in brackets (appears sideways facing check image) relates to the "truncating bank"—the financial institution that took the original check out of the check processing system.
- 5 The Legal Legend states: *This is a LEGAL COPY of your check. You can use it the same way you would use the original check.*
- 6 The MICR lines at the bottom of the image of the original and at the bottom of the substitute check are the same except for the "4" at the beginning of the MICR line on the substitute check, which indicates that it is a substitute check being moved forward for collection purposes. It is also possible for the MICR line on the substitute check to begin with a "5" if the item is being returned. The rest of the MICR line is the same as the original check to ensure that it is processed as though it were the original.

## TRUTH-IN-SAVINGS DISCLOSURE

### SAVINGS ACCOUNT

**Rate Information** - The interest rate and annual percentage yield may change at any time as determined by the credit union board of directors.

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

**Minimum deposit requirements:**

The minimum required to open this account is \$5.00 in the credit union. Please see the bylaw requirements in the Common Features section for additional information.

**Minimum balance requirements:**

The minimum balance required in this account is \$5.00. Please see the bylaw requirements in the Common Features section for additional information.

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

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

**Transaction limitations:**

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, or similar order to a third party. If you exceed the transfer limitations set forth above, your account may be subject to:

- (a) fees for excessive transactions, or
- (b) cancellation of transaction privileges.

**Fees and charges:**

An excessive transaction fee may be charged if you exceed six debit transactions (withdrawal, draft paid, automatic transfer or payment out of this account) during a calendar month. See separate fee schedule.

**CHECKING ACCOUNT**

**Rate Information** - The interest rate and annual percentage yield may change at any time as determined by the credit union board of directors.

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

**Minimum deposit requirements:**

The minimum deposit required to open this account is \$1.00. Please see the bylaw requirements in the Common Features section for additional information.

**Minimum balance requirements:**

No minimum balance requirements apply to this account. Please see the bylaw requirements in the Common Features section for additional information.

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

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

**Transaction limitations:**

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**FORWARD CHECKING ACCOUNT**

**Rate Information** - The interest rate and annual percentage yield may change at any time as determined by the credit union board of directors.

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

**Minimum deposit requirements:**

The minimum deposit required to open this account is \$1.00. Please see the bylaw requirements in the Common Features section for additional information.

**Minimum balance requirements:**

No minimum balance requirements apply to this account. Please see the bylaw requirements in the Common Features section for additional information.

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

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

**Transaction limitations:**

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**Account Requirements:**

Account available only to members age 18 and over. Only one Forward Checking account allowed per member.

You must enable/enroll in Mobile Check Deposit and schedule one ACH recurring deposit or perform at least six debit card transactions per month or a fee may be charged.

You must enroll in eDocuments or a fee may be charged for receiving paper statements and notices.

If you have more than two in-branch or member care transactions (including balance inquiries) in one month, a fee may be charged.

**Fees and charges:**

See separate fee schedule for all charges mentioned on this product.

**CLUB ACCOUNT**

**Rate Information** - The interest rate and annual percentage yield may change at any time as determined by the credit union board of directors.

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

**Minimum balance requirements:**

No minimum balance requirements apply to this account. Please see the bylaw requirements in the Common Features section for additional information.

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

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

**Transaction limitations:**

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, or similar order to a third party. If you exceed the transfer limitations set forth above, your account may be subject to:

- (a) fees for excessive transactions, or
- (b) cancellation of transaction privileges.

**Fees and charges:**

An excessive transaction fee may be charged if you exceed six debit transactions (withdrawal, draft paid, automatic transfer or payment out of this account) during a calendar month. See separate fee schedule.

**CASH MANAGEMENT ACCOUNT**

**Rate Information** - The interest rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

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

**Minimum balance requirements:**

The minimum balance required to open this account is \$25,000.00.

You must maintain a minimum daily balance of \$25,000.00 in your account to avoid a monthly maintenance fee and to earn the stated annual percentage yield (APY). You must additionally maintain a minimum daily balance of \$25,000.00 in a TDECU investment account as managed by a TDECU wealth advisor. If, during any month, either of your account balances fall below the required minimum daily balance, your account will be subject to a monthly maintenance fee and the interest rate will default to the interest rate paid for a checking account for that month. See separate fee schedule.

If your account remains below the required minimum daily balance at the end of the month, your account may be reverted to a standard checking account.

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

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

**Transaction limitations:**

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**Fees and charges:**

A fee may be charged if your minimum daily balance falls below the \$25,000.00 requirement in either your TDECU checking account or TDECU investment account as managed by a TDECU wealth advisor. See separate fee schedule.



## MONEY MARKET ACCOUNT

**Rate Information** - The interest rate and annual percentage yield may change at any time as determined by the credit union board of directors.

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

**Minimum balance requirements:**

The minimum balance required to open this account is \$2,500.00.

You must maintain a minimum daily balance of \$2,500.00 in your account to avoid a monthly maintenance fee and to earn the stated annual percentage yield (APY). If, during any month, your account balance falls below the required minimum daily balance, your account will be subject to a monthly maintenance fee and the interest rate will default to the interest rate paid for a checking account for that month. See separate fee schedule.

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

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

**Transaction limitations:**

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, or similar order to a third party. If you exceed the transfer limitations set forth above, your account may be subject to:

- (a) fees for excessive transactions, or
- (b) cancellation of transaction privileges.

**Fees and charges:**

An excessive transaction fee may be charged if you exceed six debit transactions (withdrawal, draft paid, automatic transfer or payment out of this account) during a calendar month. See separate fee schedule.

## IRA MONEY MARKET ACCOUNT

**Rate Information** - The interest rate and annual percentage yield may change at any time as determined by the credit union board of directors.

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

**Minimum balance requirements:**

The minimum balance required to open this account is \$2,500.00.

You must maintain a minimum daily balance of \$2,500.00 in your account to avoid a monthly maintenance fee and to earn the stated annual percentage yield (APY). If, during any month, your account balance falls below the required minimum daily balance, your account will be subject to a monthly maintenance fee, and the account will earn interest at the regular IRA savings account rate. See separate fee schedule.

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

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

**Transaction limitations:**

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours. If you exceed the transfer limitations set forth above, your account may be subject to:

- (a) fees for excessive transactions

**Additional transaction limitations for IRA Money Market Accounts:**

- To make deposits and withdrawals for this account, contact a TDECU Financial Services Representative.
- IRA deposits are limited by IRS regulations. Please consult with a tax advisor to determine your contribution eligibility.
- Withdrawals may also be subject to taxes and/or IRS penalty.

**Fees and charges:**

An excessive transaction fee may be charged if you exceed six debit transactions (withdrawal, draft paid, automatic transfer or payment out of this account) during a calendar month. See separate fee schedule.

## IRA SAVINGS ACCOUNT

**Rate Information** - The interest rate and annual percentage yield may change at any time as determined by the credit union board of directors.

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

**Minimum balance requirements:**

A minimum balance of \$50.00 is required in order to keep this account open. Please see the bylaw requirements in the Common Features section for additional information.

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

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

**Transaction limitations:**

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours. If you exceed the transfer limitations set forth above, your account may be subject to:

- (a) fees for excessive transactions

**Additional transaction limitations for IRA Savings Accounts:**

- To make deposits and withdrawals for this account, contact a TDECU representative.
- IRA deposits are limited by IRS regulations. Please consult with a tax advisor to determine your contribution eligibility.
- Withdrawals may also be subject to taxes and/or IRS penalty.

## COMMON FEATURES

**Bylaw requirements:**

You must deposit \$5.00 in your Savings account as a condition of admission to membership.

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

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

Please refer to separate rate and fee schedules for rate and fee information.

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# TDECU<sup>®</sup>

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## YOUR CREDIT UNION

**MAIN OFFICE**  
1001 FM 2004  
LAKE JACKSON, TX 77566-4012

**For additional locations and  
hours of operation, visit our  
website or call.**

800.839.1154 | [tdecu.org](http://tdecu.org)

Your savings federally insured to at least \$250,000  
and backed by the full faith and credit of the United States Government

# NCUA

National Credit Union Administration, a U.S. Government Agency



# Fee Schedule

(as of May 1, 2018)

**The following fees may be assessed against your account and are subject to change:**

ATM/Debit Card Reorder	\$5.00 each
Temporary Check	\$0.10 each
Courtesy Pay*	\$32.00 each
Returned Check	\$32.00 each
Non-Sufficient Funds/NSF (Check, Debit Card & ATM Card)	\$32.00 each
ACH Returned Item	\$32.00 each
Stop Payment (Check, ACH, Debit)	\$28.00 each
Check/Draft Copy	\$3.00 each
Uncollected Funds	\$32.00 each
Regulation D Violation	\$25.00 per account
Foreign Item Collection	\$15.00 each
Money Market Maintenance (assessed if account balance falls below minimum requirement at any time during the month)	\$10.00 per month
Cash Management Maintenance (assessed if account balance falls below minimum requirement at any time during the month)	\$10.00 per month
Second Chance Checking Maintenance	\$10.00 per month
Forward Checking Account Requirement (waived if enrolled in Mobile Deposit & either 1 ACH deposit or 6 debit card transactions are posted per month)	\$5.00 per month
Forward Checking Paper Documents (waived if enrolled in eDocument delivery of statements & notices)	\$3.00 per month
Forward Checking Maximum Account Transactions (waived if Member Center/Member Care transactions do not exceed 2 per month)	No charge for first two transactions More than two transactions: \$3.00 per month
Certificate of Deposit Early Withdrawal Penalty (applies to amount withdrawn)	Maturity of 3-12 Months: 90 days interest Maturity of 13-24 Months: 180 days interest Maturity of 25-36 Months: 270 days interest Maturity > 36 Months: 365 days interest
Money Order	\$3.00 each
Official Checks	\$3.00 each
Account Balancing Assistance	\$25.00 per hour
Account Research	\$25.00 per hour
Account History Printout	\$5.00 each
Statement Copy	\$1.00 per page
Wire Transfer Outgoing (Domestic)	\$15.00 each
Wire Transfer Outgoing (Foreign)	\$30.00 each

\* Fee applies when overdraft is created by check, in-person, withdrawal, ATM withdrawal, or other electronic means.

**Texas Dow Employees Credit Union**  
**TRUTH-IN-SAVINGS DISCLOSURE**  
800.839.1154 tdecu.org

Last Dividend Declaration Date: October 1, 2016

RATE SCHEDULE													
ACCOUNT TYPE		TIERS	INTEREST (DIVIDEND) INFORMATION					BALANCE REQUIREMENTS				ACCOUNT LIMITATIONS	
			Interest Rate	Annual Percentage Yield (APY)	Interest Compounded	Interest Credited	Interest Period	Minimum Deposit to Open	Minimum Balance to Avoid Service Fee	Minimum Balance to Earn Stated APY	Balance Method		
SAVINGS	Regular Share	N/A	0.10%	0.10%	Monthly	Monthly	Monthly (Calendar)	\$5.00	\$0.00	\$0.00	Daily Balance	Withdrawal and transfer limitations apply	
	Share Club	N/A	0.10%	0.10%	Monthly	Monthly	Monthly (Calendar)	\$0.00	\$0.00	\$0.00	Daily Balance	Withdrawal and transfer limitations apply	
	Non-Interest Bearing Share	N/A	0.00%	0.00%	N/A	N/A	N/A	\$5.00	\$0.00	N/A	N/A	Withdrawal and transfer limitations apply	
CHECKING	Share Draft	N/A	0.12%	0.12%	Monthly	Monthly	Monthly (Calendar)	\$1.00	\$0.00	\$0.00	Daily Balance	N/A	
	Second Chance Share Draft	N/A	0.00%	0.00%	N/A	N/A	N/A	\$1.00	N/A	N/A	N/A	N/A	
	Non-Interest Bearing Share Draft	N/A	0.00%	0.00%	N/A	N/A	N/A	\$1.00	N/A	N/A	N/A	N/A	
	Money Market Share Draft	\$ .00 - \$2,499.99		0.12%	0.12%	Monthly	Monthly	Monthly (Calendar)	\$2,500.00	\$2,500.00	\$0.00	Daily Balance	Withdrawal and transfer limitations apply
		\$2,500.00 - \$24,999.99		0.30%	0.30%								
		\$25,000.00 - \$99,999.99		0.35%	0.35%								
		\$100,000.00 - \$349,999.99		0.80%	0.80%								
	\$350,000.00 and up		0.80%	0.80%									
	Cash Management Share Draft	\$ .00 - \$24,999.99		0.12%	0.12%	Monthly	Monthly	Monthly (Calendar)	\$25,000.00	\$25,000.00	\$0.00	Daily Balance	Must maintain minimum balance of \$25,000.00
		\$25,000.00 - \$99,999.99		0.60%	0.60%								
		\$100,000.00 - \$349,999.99		0.65%	0.65%								
\$350,000.00 and up			0.65%	0.65%									
Forward Share Draft	\$ .00 - \$29,999.99		0.40%	0.40%	Monthly	Monthly	Monthly (Calendar)	\$1.00	\$0.00	\$0.00	Daily Balance	Must receive eDocuments, enable Mobile Check Deposit and maintain minimum transaction count with limited Branch/Member Care assistance; see Terms & Conditions	
	\$30,000.00 and up		0.12%	0.12%									Monthly
IRA	Share IRA	N/A	0.10%	0.10%	Monthly	Monthly	Monthly (Calendar)	\$0.00	\$0.00	\$0.00	Daily Balance	Withdrawal and transfer limitations apply	
		\$ .00 - \$2,499.99		0.10%	0.10%	Monthly	Monthly	Monthly (Calendar)	\$2,500.00	\$2,500.00	\$0.00	Daily Balance	Withdrawal and transfer limitations apply
	Money Market IRA	\$2,500.00 - \$24,999.99		0.30%	0.30%	Monthly	Monthly	Monthly (Calendar)	\$2,500.00	\$2,500.00	\$2,500.00	Daily Balance	Withdrawal and transfer limitations apply
		\$25,000.00 - \$99,999.99		0.35%	0.35%								
		\$100,000.00 - \$349,999.99		0.80%	0.80%								
\$350,000.00 and up		0.80%	0.80%										

**Rate Information:** Interest Rate and Annual Percentage Yield (APY) on all accounts are set forth above. Interest Rate and APY may change at any time, as determined by the TDECU board of directors. APY is a percentage rate that reflects the total amount of interest to be paid on an account based on the interest rate and frequency of compounding for an annual period. Interest Rate and APY are the rate and yield as of the last Dividend Declaration Date which is set forth in the Rate Schedule. Money Market, Cash Management, and Forward checking accounts are tiered rate accounts as set forth in the Rate Schedule.

**Nature of Interest (Dividends):** Interest is paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

**Interest Crediting:** Interest is compounded and credited each period to each account as set forth in the Rate Schedule. The Interest Period is the time period at the end of which an account earns an interest credit. The interest period begins on the first calendar day of the period and ends on the last calendar day of the period.

**Accrual of Interest:** Interest will begin to accrue on cash deposits on the business day the deposit is made to the account. Interest will begin to accrue on noncash deposits (such as checks) on the business day the deposit is made to the account.

**Balance Information:** To open an account, an amount equal to at least one share (\$5.00) must be deposited to the savings account as a condition of admission to membership. The minimum balance required to open each account is set forth in the Rate Schedule. Money Market and Cash Management accounts must maintain the minimum balance required to avoid a service fee. If, during the month, the account balance falls below the required minimum amount, the account will be subject to the monthly service fee and the interest rate will be reduced as outlined in the Rate Schedule.

**Account Limitations:** All savings, club, and money market accounts may not make more than six (6) convenience transfers or withdrawals to another TDECU account of your own or to any third party by means of a preauthorized, automatic, computer transfer, telephone order or instruction, or by check, draft, or similar order to a third party within a one month period. If these limitations are exceeded, the account may be subject to a fee for excessive transactions or cancellation of transaction privileges. For checking accounts, no account limitations apply.

TDECU reserves the right, at any time, to require not less than seven (7) days notice in writing before each withdrawal from any account (other than a certificate) as defined by Regulation D.

**National Credit Union Share Insurance Fund:** Funds are federally insured to at least \$250,000 by the National Credit Union Administration (NCUA), a United States Government Agency, and backed by the full faith and credit of the United States Government.