CONSUMER DEPOSIT AGREEMENT FOR FIRST COMMUNITY CREDIT UNION

In this Agreement, the words “you,” “your,” “Party” and “Owner” mean any and all persons or entities who sign a Membership Application or any other application in connection with the opening of any account with First Community Credit Union (FCCI), including any application for membership, any Joint Owner, or any other person or entity authorized to use or having access to any such account. The words “we,” “us,” “our” and “Credit Union” mean First Community Credit Union and FCCU. You authorize us to establish one or more accounts for you on your behalf as designated in your Membership Application or in any other Account Application you may execute with us (the “Application”), including but not limited to any share or savings account, any checking account, any money management account and any certificate account. By opening or using any such account, you agree to be bound by the terms of this Agreement whether you are acting in your individual capacity, in a fiduciary capacity or in your capacity as an officer, agent, or representative of any business entity or association with regard to any such account. You also acknowledge receipt of and agree to be bound by our Truth-In-Savings Rate Sheet and Fee Schedule as amended from time to time and to conform to our rules, regulations, bylaws, and policies in effect and as amended or adopted hereafter. In case of any conflict between the terms of this Deposit Agreement and the disclosures set forth in the Truth-In-Savings Rate Sheet and Fee Schedule, the disclosures appearing in those schedules will control. The Truth-In-Savings Rate Sheet and Fee Schedules are incorporated into this Agreement. This Agreement is incorporated into and made a part of any application or other document executed in connection with the opening or use of any account. Unless any other account agreement you have with us specifically provides otherwise, this Agreement supersedes any other account agreement you may have with us and, in the event of any conflict between the provisions of this Agreement and any other such agreement, the terms and conditions set forth in this Agreement will control.

TRUTH-IN-SAVINGS DISCLOSURES COMMON TO ALL CREDIT UNION CONSUMER ACCOUNTS

1. **Annual Percentage Yield (APY).** The Annual Percentage Yield is a percentage rate reflecting the total amount of dividends or interest paid on an account, based on the dividend or interest rate and the frequency of compounding for a 365-day period. For certificate of deposit accounts, the APY assumes interest remains in the account until maturity. A withdrawal will reduce earnings. All accounts must remain open through the end of the dividend period or maturity date to be paid the accrued dividends or interest.

2. **Rate Information.** Dividend rates on your Credit Union savings accounts, checking accounts, and money management accounts, and interest rates on your certificates of deposit are disclosed on the Truth In Savings Rate Sheet, which accompanies this Agreement. The dividend rate and APY disclosed for each of your savings, checking and money management accounts reflect the dividend rate and APY as of the last dividend declaration date. The interest rate and APY disclosed for each one of the certificate of deposit accounts reflect the rate and APY that were offered within the most recent seven calendar days and were accurate as of the date set forth on the Rate Sheet. Call the Credit Union at 281.850.5300 to obtain current rate information.

(a) **Savings Accounts.** The dividend rate on your savings accounts may change quarterly as determined by the Credit Union Board of Directors. Dividends are paid at the end of the period from current income and available earnings after required transfers to reserves.

(b) **Checking and Money Management Accounts.** The dividend rate on your checking accounts and money management accounts may change monthly as determined by the Credit Union Board of Directors. Dividends are paid at the end of the period from current income and available earnings after required transfers to reserves.

(c) **Certificates of Deposit.** You will be paid the disclosed rate and APY for the term of your certificate of deposit.

3. **Fees and Charges.** The fees and charges, which may be assessed against your accounts, are disclosed on the Fee Schedule, which accompanies this Deposit Agreement.

4. **Consumer Account Balance Computation Method.** Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

5. **When Dividends or Interest Begins to Accrue.** Dividends will begin to accrue on the business day you deposit cash and non-cash items (such as checks) to your account.

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

7. **Bylaw Requirements.** An applicant eligible for membership may be admitted to membership in First Community Credit Union upon payment of a membership fee, if any, as set by the Board of Directors and by establishing the minimum deposit balance established by the Board of Directors. A member whose obligations are defaulted and charged off as a loss automatically forfeits membership when that member’s shares are applied toward the balance of that obligation. Shares may be transferred only from one member to another by written instrument or in such form as the Credit Union may prescribe. A reasonable fee for each transfer may be required by the Board, as set forth in the Fee Schedule accompanying this Agreement.

8. **Par Value of Shares.** The par value of a regular share in this Credit Union is $5.00.

TRUTH-IN-SAVINGS DISCLOSURES FOR SPECIFIC CREDIT UNION ACCOUNTS

1. **PRIMARY SAVINGS ACCOUNTS.**

   **Account Description.** A Primary Savings is required to establish membership and must remain open in order for you to be eligible for other accounts. A minimum daily balance of $5.00 must be maintained in all Primary Savings in order to retain your membership in First Community Credit Union. If that minimum balance is not maintained, you may be terminated from membership at the end of the next dividend period. In the event that you close a Primary Savings within twelve (12) months from the date that you open such account, you will be charged an account closing fee as set forth in the Fee Schedule which accompanies this Agreement.

   **Transaction Limitations.** For all Primary Savings, the Credit Union reserves the right to require at least seven (7) days, and up to sixty (60) days notice prior to withdrawal or transfer of funds. 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 pre-authorized or automatic transfer (including overdraft), electronic or phone order of instruction. If you exceed the transfer limitations set forth above in any month, your account will be subject to closure. In any event, if you exceed the above described transfer limitations, your account will be subject to a service charge, per withdrawal, as set forth in the Fee Schedule.

   **Compounding and Crediting of Dividends.** Dividends on Primary Savings will be compounded daily and credited quarterly.

   **Dividend Period.** For all Primary Savings, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates unless noted otherwise. Dividends are paid at the end of the period from current income and available earnings after required transfers to reserves.

   **(A) Regular Savings Account.**

      i. **Account Description.** Regular Savings is the Primary Savings necessary to establish and maintain membership in the Credit Union unless your membership is established under one of the special Primary Savings set forth below.

      ii. **Minimum Balance Requirements.** The minimum balance to open and maintain this account is $5.00. You must maintain a minimum daily balance of $100.00 in your account in order to earn the initial APY set forth in the Rate Sheet. After the first year of membership, if you maintain no other account besides savings and your minimum daily balance is less than $10.00, you will be charged a monthly fee as set forth in the Fee Schedule.

   **(B) Prime Time Savings Account.**

      i. **Account Description.** Prime Time Savings is available for primary members sixty-five (65) years of age or over.

      ii. **Minimum Balance Requirements.** The minimum balance to open and maintain a Prime Time Savings is $5.00. A minimum daily balance of $100.00 must be maintained in any such account in order to earn the initial APY set forth in the Rate Sheet. After the first year of membership, if you maintain no other account besides savings and your minimum daily balance is less than $10.00, you will be charged a monthly fee as set forth in the Fee Schedule.

   **(C) U First Savings Account.**

      i. **Account Description.** U First Savings is available for members ages 18 through 25.

      ii. **Minimum Balance Requirements.** The minimum balance to open and maintain a U First Savings is $5.00. A minimum daily balance of $50.00 must be maintained in any such account in order to earn the initial APY as set forth in the Rate Sheet. After the first year of membership, if you maintain no other account besides savings and your minimum daily balance is less than $10.00, you will be charged a monthly fee as set forth in the Fee Schedule.

   **(D) CU Succeed Teen Savings Account.**

      i. **Account Description.** CU Succeed Teen Savings is available for members ages 13 through 17. The parent or guardian of a CU Succeed member must be a Joint Owner on this account.

      ii. **Minimum Balance Requirements.** The minimum balance to open and maintain this account is $5.00. You must maintain a minimum daily balance of $5.00 in your account to earn the initial APY set forth in the Rate Sheet.

   **(E) Red Rangers Kid's Club Savings Account.**

      i. **Account Description.** Red Rangers Kid’s Club Savings is available to members 12 years of age and younger. The parent or guardian of a Red Rangers Kid’s Club Savings member must be a Joint Owner on this account.

      ii. **Minimum Balance Requirements.** The minimum balance to open and maintain this account is $5.00. You must maintain a minimum daily balance of $5.00 in your account to earn the initial APY as set forth in the Rate Sheet.

2. **OTHER SAVINGS ACCOUNTS.**

   **Account Description.** First Community Credit Union offers additional savings accounts as set forth below.

   **Transaction Limitations.** For all other savings accounts, the Credit Union reserves the right to require at least seven (7) days, and up to sixty (60) days notice, prior to withdrawal or transfer of funds. 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 pre-authorized or automatic transfer (including overdraft) as set forth in this Agreement. If you exceed the transfer limitations set forth above in any month, your account will be subject to closure. In any event, if you exceed the above described transfer limitations, your account will be subject to a service charge, per withdrawal, as set forth in the Fee Schedule. For IRA/SEP accounts, additional transaction limitations and/or early withdrawal penalties may be imposed by the IRS. See plan disclosure for more information.

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Compounding and Crediting of Dividends. Dividends on other savings accounts will be compounded daily and credited quarterly. If you close your account before dividends are paid, you will not receive the accrued dividends.

Dividend Period. For other savings accounts, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates unless noted otherwise. Dividends are paid at the end of the period from current income and available earnings after required transfers to reserves.

(A) Secondary Savings Account.
   (i) Account Description. Secondary Savings may be established in addition to a Primary Savings.
   (ii) Minimum Balance Requirements. The minimum balance to open and maintain this account is $5.00. You must maintain a minimum daily balance of $100.00 in your account in order to earn the initial APY set forth in the Rate Sheet.
   (B) Individual Retirement Account (IRA) / Simplified Employee Plan (SEP) Savings Account.
   (i) Account Description. IRA/SEP Savings are available according to IRS regulations.
   (ii) Minimum Balance Requirements. The minimum balance to open this account is $100.00. You must maintain a minimum daily balance of $100.00 in your account in order to earn the initial APY set forth in the Rate Sheet.
   (C) Christmas Club Savings Account.
   (i) Account Description. Christmas Club Savings are available to members at any time. Funds are transferred to your checking account on the first business day of November, bringing the balance to zero, but leaving the account open. If no checking account exists, funds will be transferred to the Primary Savings.

3. CHECKING ACCOUNTS.
   Account Description. Checking accounts are available to members 18 years of age or older as set forth below. CU Succeed teen members are eligible at age 13 with a parent or guardian as a joint signer.
   Checking accounts consist of a transaction sub account and a savings sub account. Funds not routinely needed to pay debits may be transferred to a savings sub account. We may periodically transfer funds between these two sub accounts. If your account is a plan on which dividends are paid, your dividend rate and dividend calculation will remain the same. This process will not affect your available balance, the dividends you may earn, NCUA insurance protection, your monthly statement or any other features of this account. Otherwise, the savings sub account will be non-dividend bearing. The saving sub account will be governed by the rules governing our other savings accounts indicated within the Withdrawals Section of your account agreement.
   Account Closure. If your checking account is closed by the Credit Union for any reason, you are not eligible to apply to reopen the account for a period of one year. The Credit Union reserves the right to obtain a credit report and verify employment in conjunction with the establishment of a checking account. If a checking account is established and a credit report thereafter demonstrates derogatory credit obtained at the time of the application, the Credit Union reserves the right to close the account.

(A) Free Checking.
   (i) Account Description. This account does not earn dividends and incurs no monthly service charge.
   (ii) Minimum Balance Requirements. The minimum balance to open this account is $25.00. No other minimum balance requirements apply to this account.
   (iii) Transaction Limitations. No transaction limitations apply to this account. This account has unlimited check writing privileges.
   (B) Texans Checking.
   (i) Account Description. This account does not earn dividends and a monthly fee is imposed as set forth in the Fee Schedule. If Direct Deposit of $500 or more is received each month in this account, the fee is waived.
   (ii) Minimum Balance Requirements. The minimum balance to open this account is $25.00. No other minimum balance requirements apply to this account.
   (iii) Transaction Limitations. No transaction limitations apply to this account. This account has unlimited check writing privileges.
   (iv) Additional Features and Account Bonuses. Texans Checking account holders will be entered to win various Texans trips, prizes or tickets to games each football season. Any prizes, bonuses and other items provided that aggregate to $500 or more during any calendar year will be subject to 1099-MISC reporting. Account holders will also receive an additional discount on auto loans. Discount not eligible on in-house refinances.
   (C) First Rewards Checking.
   (i) Account Description. This account is a high-yielding checking account and incurs a monthly account fee if qualifications are not met. Dividends are based on meeting qualification factors per month as outlined in Additional Features and Account Bonuses below.
   (ii) Minimum Balance Requirements. The minimum balance to open this account is $25.00. There is no minimum daily balance required to earn the APY as set forth in the Rate Sheet.
   (iii) Transaction Limitations. No transaction limitations apply to this account. This account has unlimited check writing privileges.
   (iv) Compounding and Crediting of Dividends. Dividends on First Rewards Checking will be compounded daily and paid monthly.
   (v) Dividend Period. For this account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates unless noted otherwise. Dividends are paid at the end of the period from current income and available earnings after required transfer to reserves.
   (vi) Additional Features and Account Bonuses. First Rewards members earn a high dividend rate when the following qualifications are met per month:
      (1) Have 12 debit card purchases post and clear each month
      (2) Sign up and receive monthly statements electronically (eStatements)
      (3) Receive Direct Deposit of members full paychecks each month
   When qualifications are met each month, dividends are paid on tiered balances as set forth in the Rate Sheet. The calculation method used for calculating the APY is “Method B” under NCUA’s Truth in Savings regulation. Method B blends the below cap interest rate with the above cap interest rate when determining your actual APY. Each month members must meet the qualifications between the first and last day of the month. For the first month the account is open, the account will automatically qualify for the rewards associated with this account and the monthly fee will not be charged if qualifications are not met. When qualifications are not met, a monthly fee of $4.95 is imposed and a base dividend rate is paid as set forth in the Rate Sheet. Members are notified by email each month on qualification status.

(D) Fresh Start Checking.
   (i) Account Description. This account is for members who would normally be unable to establish a checking account elsewhere. The member who builds a good history with the credit union will gain access to more account privileges in the future. This account does not earn dividends and incurs a monthly service charge as set forth in the Fee Schedule.
   (ii) Minimum Balance Requirements. The minimum balance to open this account is $25.00. No other minimum balance requirements apply to this account.
   (iii) Transaction Limitations. This account has unlimited check writing privileges. A hold will be placed on all non-cash deposits except for verified employer checks in accordance with Regulation CC.
   (iv) Additional Features. A debit card is available. Account may be converted at the request of the member to a regular checking account after 12 months if no more than 4 insufficient checks are processed in that twelve month time frame. Other fees may apply as set forth in the Fee Schedule.

(E) CheckPlus Checking.
   (i) Account Description. This account earns dividends and a monthly service charge may be imposed if daily minimum balance requirement is not met.
   (ii) Minimum Balance Requirements. The minimum balance to open this account is $25.00. You must maintain a minimum daily balance of $500.00 in your account to avoid the fee from being imposed. Effective date of each transaction will be used to calculate true minimum balance per day.
   (iii) Transaction Limitations. No transaction limitations apply to this account. This account has unlimited check writing privileges.
   (iv) Compounding and Crediting of Dividends. Dividends on CheckPlus Checking will be compounded daily and credited monthly.
   (v) Dividend Period. For this account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates unless noted otherwise. Dividends are paid at the end of the period from current income and available earnings after required transfers to reserves.

(F) First Health Checking Account.
   (i) Account Description. Health Savings Accounts (HASAs) are tax-exempt trusts or custodial accounts used in conjunction with a High Deductible Health Plan (HDHP). There are certain tax advantages to putting money into these accounts including favorable tax treatment. This account is for members who wish to take advantage of the federal HSA benefits while maintaining the flexibility of a checking account. This account earns dividends with a balance of $500.00 or more. You must maintain a minimum daily balance of $500.00 in your account in order to earn the initial APY as set forth in the Rate Sheet. Deposits will be considered for current year unless you specify otherwise between January 1 and April 15 that is to be applied to previous year contributions. All subsequent withdrawals will be reported to the IRS as a normal distribution unless otherwise stated on the HSA Withdrawal Instruction Form 2606H. HSA funds may be used for the benefit of anyone in the HSA plan so long as it’s a qualified medical expense. For additional information, please see separate HSA disclosures.
   (ii) Minimum Balance Requirements. The minimum balance to open this account is $25.00. No other minimum balance requirements apply to this account.
   (iii) Transaction Limitations. This account has unlimited check writing privileges.
   (iv) Compounding and Crediting of Dividends. Dividends on First Health Checking will be compounded daily and credited monthly.
(v) Additional Features. A debit card is available. If you are the Owner of the HSA and would like your spouse to have a debit card as well, you must provide us with written consent to issue a debit card to them. Member is responsible for determining account eligibility. All withdrawals whether by check or debit card will be reported to the IRS as a normal distribution.

(vi) Dividend Period. For this account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates unless noted otherwise. Dividends are paid at the end of the period from current income and available earnings after required transfers to reserves.

(C) Money Management Account.

(i) Account Description. Money Management is available to members who wish to earn money market rates, while reserving check-writing privileges. Money Management consists of a transaction sub account and a savings sub account. Funds not routinely needed to pay debts may be transferred to a savings sub account. We may periodically transfer funds between these two sub accounts. Your dividend calculation will remain the same. This process will not affect your available balance, the interest you may earn, or NCUA insurance protection, your monthly statement or any other features of this account. Otherwise, the savings sub account will be non-dividend bearing.

(ii) Minimum Balance Requirements. The minimum balance 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 account fee as set forth in the Fee Schedule. You must maintain a minimum daily balance of $25,000.00 in your account in order to earn the initial APY set forth in the Rate Sheet. If during any month your account balance falls below the required minimum daily balance, your account will be subject to a monthly fee as set forth in the Fee Schedule.

(iii) Transaction Limitations. For Money Managements, the Credit Union reserves the right to require at least seven (7) days, and up to sixty (60) days, notice prior to withdrawal or transfer of funds. No transaction limitations apply to this account. This account has unlimited check writing privileges.

(iv) Compounding and Crediting of Dividends. Dividends on Money Management will be compounded daily and credited monthly.

(v) Dividend Period. For this account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates unless noted otherwise. Dividends are paid at the end of the period from current income and available earnings after required transfers to reserves.

(H) First Money Market Fund.

(i) Account Description. A First Money Market Fund is available to members who wish to earn money market rates, while reserving check-writing privileges. Money Market consists of a transaction sub account and a savings sub account. Funds not routinely needed to pay debts may be transferred to a savings sub account. We may periodically transfer funds between these two sub accounts. Your dividend calculation will remain the same. This process will not affect your available balance, the interest you may earn, NCUA insurance protection, your monthly statement or any other features of this account. Otherwise, the savings sub account will be non-dividend bearing.

(ii) Minimum Balance Requirements. The minimum balance 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 account fee as set forth in the Fee Schedule. You must maintain a minimum daily balance of $25,000.00 in your account in order to earn the initial APY as set forth in the Rate Sheet. If during any month your account balance falls below the required minimum daily balance, your account will be subject to a monthly fee as set forth in the Fee Schedule.

(iii) Transaction Limitations. For First Money Market Fund, the Credit Union reserves the right to require at least seven (7) days, and up to sixty (60) days, notice prior to withdrawal or transfer of funds. No transaction limitations apply to this account. This account has unlimited check writing privileges.

(iv) Compounding and Crediting of Dividends. Dividends on the First Money Market Fund will be compounded daily and credited monthly.

(v) Dividend Period. For this account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates unless noted otherwise. Dividends are paid at the end of the period from current income and available earnings after required transfers to reserves.

(i) Health Management Account.

Account Description. Health Savings Accounts (HSAs) are tax-exempt trusts or custodial accounts used in conjunction with a High Deductible Health Plan (HDHP). There are certain tax advantages to putting money into these accounts including favorable tax treatment. A Health Management Account is available to members who wish to take advantage of the federal HSA benefits while earning money market rates and reserving check-writing privileges. The member is responsible for determining account eligibility. Deposits will be considered for current year only unless you specify otherwise between January 1 and April 15 that it is to be applied to previous year contributions. All withdrawals will be reported to the IRS as a normal distribution unless stated on HSA Withdrawal Instruction Form 2606H. For additional information, please see separate HSA disclosure.

Minimum Balance Requirements. The minimum balance to open this account is $1,000.00. You must maintain a minimum daily balance of $1,000.00 in your account in order to earn the initial APY as set forth in the Rate Sheet. If during any month your account balance falls below the required minimum daily balance, your account will be subject to a monthly account fee as set forth in the Fee Schedule.

Transaction Limitations. For Health Management, the Credit Union reserves the right to require at least seven (7) days, and up to sixty (60) days, notice prior to withdrawal or transfer of funds.

Compounding and Crediting of Dividends. Dividends on Health Management will be compounded daily and credited monthly.

Dividend Period. For this account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates unless noted otherwise. Dividends are paid at the end of the period from current income and available earnings after required transfers to reserves.
(B) Flex Rate Certificate of Deposit (Term Share Account).

(i) Account Description. This account is a term share account with a maturity of two (2) years or four (4) years in which the member generally does not have the right to make withdrawals for six (6) days after the account is opened unless an early withdrawal penalty is imposed. If the rate increases during the term of the CD, you can request the credit union to "bump" up the rate one or more times during the second (2) year or twice during the fourth (4) year.

(ii) Compounding and Crediting of Interest. The interest rate for this CD is established on the day you open the CD. Interest will be compounded daily and credited monthly.

(iii) Minimum Balance Requirements. The minimum balance to open and maintain this CD is $500.00.

(iv) Time Requirements. Your Flex Rate CD Account will mature on the date set forth on the face of the CD. Flex Rate CDs will have a term of two (2) years or four (4) years.

(v) Early Withdrawal Penalties. We will impose a penalty if you withdraw your funds before the maturity date. The penalty will be one hundred-eighty (180) days of interest. The penalty will be imposed whether interest representing the penalty has been earned or not. No penalty will be imposed if withdrawal of principal is made following your death or your total and permanent adjudicated disability. Any withdrawal which reduces the CD balance below the minimum required balance to open the CD shall be considered a withdrawal of the entire CD balance, in which event, the penalty shall be computed as if the entire CD balance had been withdrawn. The entire CD balance shall be distributed to you, and your CD will be closed.

(vi) Withdrawal of Interest Prior to Maturity. The APT is based on an assumption that interest will remain in the CD until maturity. A withdrawal will reduce earnings. Earned interest may be withdrawn without penalty by way of payment to you, or by way of transfer to another one of your accounts at the Credit Union.

(vii) Renewal Policy. Your Flex Rate CD will automatically renew at maturity. You will have a grace period of ten (10) business days after the maturity date to withdraw the funds in the CD without being charged an early withdrawal penalty. If at maturity your CD type is no longer offered, the CD will be closed and the funds transferred to your savings account or other account designated by you.

(viii) Restrictions. CDs are not negotiable. The CD is transferable in person or by a Power of Attorney duly authorized in writing on the books of the Credit Union maintained for that purpose. The person(s) shown on the face of the CD as the owner(s) or holder(s) may be treated by the Credit Union as the absolute owner(s), regardless of joint owners of the membership, of the CD for purposes of making payment of principal or interest due and for any other purpose. The Credit Union may require a signature of partnership to any CD.

ACCOUNT OWNERSHIP

Account selection is made on the application. The type of account you select may determine how property passes on your death. Your Will may not control the disposition of funds held in some of the following accounts.

1. Single Party Account. Under this type of account ownership, the sole party to the account owns the account. If you open a Single Party Account without a Payable on Death (POD) designation, then upon your death, ownership of the account passes as part of your estate under your Will or by intestacy. If you make a POD designation, then upon your death, ownership of the account passes to the POD beneficiaries of the account and the account does not pass as part of your estate.

2. Joint or Multiple Party Account with Right of Survivorship. If an account, other than a CD, is opened by two or more parties, or if one or more parties are added to a Single Party Account after the account is opened, the account will be a Joint or Multiple Party Account with Right of Survivorship. All funds deposited into any such account, including any earnings thereon, shall be owned by the parties jointly with all others who have signed the Application or other account authorization with right of survivorship. A survivorship designation may be ineffective unless signed by all parties to the account. On the death of a party, All sums in the account on the date of the death vest in and belong to the surviving Party or Parties as their separate property and estate, subject to any lien we have for the deceased Party’s obligations to us, regardless of whether any of the surviving Parties have a personal or fiduciary relationship with the deceased Party. The surviving Parties may withdraw any contributions to the account. Payment of any sums to any Party shall be valid and shall discharge the Credit Union from any and all liability for such payment. The Credit Union may accept instructions from any Party or act at the request of any Party with regard to any such account without the consent of any other Party to the account. Each Party agrees to indemnify, save, defend, and hold us harmless from any claim, demand, suit or other charge by any person arising out of or resulting from the establishment, maintenance and transaction of any business related to the trust and any account established for the trust.

3. Payable on Death (POD) Account. A POD is an account payable on request to one or more persons during their lifetimes and upon the death of the last of those persons, payable to one or more POD beneficiaries named in the account agreement. You agree that the persons named as POD beneficiaries in the application, whether one or more, are designated as POD beneficiaries. During your lifetime, all funds paid into or deposited into the account designated, including any earnings thereon, shall be owned by you and payment may be made upon your request, or the request of any Joint Owner. If there is more than one Owner, then during your lifetimes the provisions set forth above with regard to Joint or Multiple Party Accounts with Right of Survivorship shall control. Upon your death (the death of the last of you to survive), the ownership of the account passes to the POD beneficiaries surviving, with right of survivorship. At our option, payment may be made at the request of any named POD beneficiary, then living, and any payment made upon the request of any surviving POD beneficiary discharges us from any and all liability to that POD beneficiary and any remaining POD beneficiaries or their heirs, executors and personal representatives, to the extent of the amount paid. Any such action by that member will terminate any interest that the removed Party may have in such account. At our option, the Credit Union may require that an account be closed and a new account opened in lieu of permitting a member to remove any other Party from the account or the Credit Union may require the consent of all or any Parties prior to acting upon any written notification or instruction by a member to remove that Party from an account. No other Party to a Multiple Party Account may make any such change, addition or deletion and no other Party to a Joint or Multiple Party Account with Right of Survivorship may close the primary member Owner’s regular share account or withdraw funds from the primary member Owner’s regular share account below the par value of one share. The Parties agree that the Credit Union may pay any Joint or Multiple Party Account with Right of Survivorship to or on the order of any Party, regardless of whether any other Party is incapacitated or deceased. The Credit Union makes no representation concerning the legal consequences or effectiveness of the survivorship rights described above, including any consequences arising out of the community property rights of any state and you agree to hold us harmless from any loss or liability in connection with any survivorship designation. You understand that you should consult with your attorney if you have any questions regarding the validity, effectiveness or fitness of any such survivorship designation for any purpose.

4. Accounts for Trusts. We may receive instructions from a revocable living trust. If you request that we open an account in the name of a trust, you agree that we are authorized to release the funds in any such account upon the signature of any Trustee. You agree that if we make payment to any Trustee or Successor Trustee, or at the direction of any one of the Trustees or Successor Trustees named, that payment shall be valid and shall discharge us from any liability for the sums paid. Any Trustee authorized to sign on any such account shall be subject to the terms and conditions set forth in this Agreement and any other agreement governing any such account. You agree that we will have no fiduciary responsibility or obligation in connection with such account beyond our obligations set forth in this Agreement and that we shall serve solely as a depository for the trust funds. You and any Trustee agree to save, indemnify, and hold us harmless from any claim, demand, suit or other charge by any person arising out of or resulting from the establishment, maintenance and transaction of any business related to the trust and any account established for the trust.

5. Uniform Transfers to Minors Accounts. At our option, we may accept deposits in accounts established by a custodian under the Texas Uniform Transfers to Minors Act (UTMA). A UTMA is owned by the minor and amounts deposited into the account constitute an irrevocable transfer to that minor. The custodian named is the sole Party entitled to access the account for the minor’s benefit. A minor under UTMA is any person under the age of 21. The Credit Union has no duty (a) to determine if the person designated or acting as custodian has been duly designated, (b) to determine if an act of the custodian is in accordance with the Texas Uniform Transfers to Minors Act, (c) to examine the validity of any instrument or any instructions executed or given by a person acting as a donor or custodian or (d) to oversee the administration by a guardian or estate representative of any money or other property paid or delivered to him or her. You agree that we may rely upon Letters of Guardianship, Letters Testamentary or Letters of Administration valid on their face, you agree that we will have no further duty (a) to determine if the person appointed guardian or estate representative has qualified or continues to be qualified as guardian or as estate representative, (b) to determine if an act of the guardian or estate representative is in accordance with or authorized by the Texas Estate Code or other applicable law, (c) to question the validity or propriety of any instrument or any instructions executed or given by a person acting as a guardian or estate representative, or (d) to oversee the administration by a guardian or estate representative of any money or other property paid or delivered to him or her. We will impose a penalty if you withdraw any funds from the account of a ward or an estate until we receive renewed letters or another order issuing out of a court of competent jurisdiction.
8. Representative Payee Accounts. At our option, we may issue shares and accept deposits in accounts established in a member’s name and for the member’s benefit by an individual appointed as a Social Security, Railroad Retirement or Veterans Administration “Representative Payee.” Funds in a Representative Payee Account are owned by the primary member beneficiary. Only the Representative Payee, however, shall have direct access to the funds on deposit. If an account is opened, you (whether as beneficiary or as Representative Payee) agree that we may accept deposits including direct deposits from the Social Security Administration, Railroad Retirement Board, or Veterans Administration. You authorize the Representative Payee through such means as we may prescribe from time to time and that we may restrict access to the account by the beneficiary. You agree that the Representative Payee alone will be responsible for compliance with the Rules of the Social Security Administration, Railroad Retirement Board and Veterans Administration governing such accounts. You agree that if we make payment to or at the direction of a Representative Payee, any such payment shall be valid and shall discharge us from any liability for the sums paid. You agree that we may rely upon any appointment of a Representative Payee that is valid on its face, that we will have no fiduciary responsibility or obligation in connection with any such account beyond our obligations set forth in this Agreement and that we will have no duty to oversee the application by a Representative Payee of any funds withdrawn from the account. You agree that the Representative Payee will be solely responsible to the Social Security Administration, Railroad Retirement Board, Veterans Administration or otherwise, we may transfer funds in other eligible accounts held by the beneficiary or the Representative Payee in order to cure any overdraft that may occur as a result of such reversal. You agree to save, indemnify, defend and hold us harmless from any claim, demand, suit, or other charge by any person or entity arising out of or resulting from the establishment, maintenance and transaction of any business related to a Representative Payee Account.

CHECKS AND WITHDRAWALS

1. Payment Authorization. You authorize us to pay checks signed by you and charge the payments against your account. Only checks ordered through us, or methods approved by us may be used to withdraw funds from your account. You agree that it will be your responsibility to verify the accuracy of information appearing on any checks, deposit slips, or other forms, and you agree that we will not be liable to you if you or any such form is used in connection with your account without your written instruction or your written approval and that you shall have no right to otherwise expressly approve in writing. You agree to complete checks using a non-gel, black or dark blue ink that will readily transfer during any imaging of the check. We will not be liable for any resulting losses, and you agree to hold us harmless, if you fail to follow the requirements in this paragraph. If a non-member requests to cash a check drawn on your account, we may require the non-member to present acceptable identification and, at our option, place a fingerprint on the check. If the non-member refuses to comply with our requirements, we may refuse to accept the check, and in such a case you agree that we will not be liable for wrongful dishonor. In the event that the applicable account has sufficient funds on deposit to cover one or more, but not all of the checks or other withdrawal orders presented during any given business day, we may honor those items and allow those withdrawals in any order that we may choose in our sole discretion, including, first, processing withdrawal orders or checks payable to the Credit Union, and dishonoring or refusing any item or withdrawal order for which there are insufficient funds available thereafter. Subject to applicable law, we may process all checks and other transactions in any order we choose, and we may change the order in which we process checks and other transactions at any time without notice to you. To avoid fees, you should ensure that your account contains sufficient available funds at all times to pay each of your transactions. In making distributions upon the death or disability of any party, you agree that we may rely upon the form of the account at the time of any such death or disability.

2. State Items. You may pay a check of yours without regard to its date, and you agree that we will have no liability for payment on any such check for more than six (6) months from its date. In the event that a check drawn on your account is payable, by its terms, within a stated period of time, we are under no obligation to pay that check if it is presented after the expiration of that time period.

3. Overdrafts and Overdraft Transfer. You agree to maintain sufficient available funds in your accounts at all times to pay any withdrawal order (whether oral, written, or otherwise) or item presented for payment against your account. We will not pay any such order or item unless there are no other orders or items outstanding for payment against the account on which the order or item was drawn, or (i) that would exceed limitations imposed upon the applicable account under our policies and procedures or under applicable law, including Federal Reserve Board Regulation D. In the event that we do pay any such order or item, we will not waive our right to dishonor any subsequent orders or items presented. If we do pay an order or item, the amount of which exceeds the available balance in the account upon which it is drawn, or if any item deposited to your account is subsequently returned and charged back to your account creating an overdraft, you agree to pay us immediately the amount by which that account is overdrafted together with any fees that we may assess. You also authorize us to deduct any overdraft from your next deposit (including a direct deposit of social security or other government benefits), to withdraw or transfer funds from any other account to which you are a Party in accordance with the overdraft and resulting overdraft fees, or to use any other collection remedy available to us by law. We determine whether your account is overdrawn based on the “available balance” of the account at the time transactions are presented for payment. The available balance may be different than the actual account balance because it considers funds subject to a hold in your account. Funds subject to a hold are not available to pay checks, Visa® Debit Card, electronic ACH, and other types of transactions presented for payment. Hold may be placed on your account funds for various reasons, such as a check deposit held pursuant to our Funds Availability Policy, pre-authorization holds placed by merchants for signature-based Visa® Debit Card transactions, and legal holds. Please refer to the Electronic Funds Transfer Agreement and Disclosures for more information about Visa® Debit Card pre-authorization holds. You may be liable to us for overdraft fees if you avoid such transactions when they are presented for payment. If we pay a check or item that is subsequently reversed, when the account is-overdrawn, we will charge the account. You agree that in the event that we pay an unauthorized wire transfer arising out of our error unless you exercise ordinary care to discover the unauthorized transfer and promptly advise us of the relevant facts within the time period set forth below in the account statements paragraph. Any rate of interest that we might be obligated to pay to you as a matter of law for a delay or incorrect transfer arising out of our error will be the lower of the interest rate that we paid to other members during the time period of delay or the rate of interest that we pay on the account to or from which the funds transfer should have occurred.

4. Signatures. You authorize us to recognize any of the signatures set forth on the Application in the payment in application of funds or the transaction of any business for your accounts. You authorize us to pay a check presented for payment even though the signature or signatures thereon do not correspond exactly with the signatures on the Application. We are not obligated to honor a check unless the signature or signatures do correspond exactly with the signatures on the Application. We may recognize facsimile signatures, signatures imprinted by mechanical devices, or any other authentication methods acceptable to us, including orders to pay that are received electronically or by phone. You agree to indemnify and hold us harmless from any losses resulting from our honoring an item which bears or purports to bear a facsimile of your signature or any other facsimile of your signature on file with us, or any other identification number or account number and dishonoring or refusing any item or withdrawal order for which there are insufficient funds available thereafter. Subject to applicable law, we may process all checks and other transactions in any order we choose, and we may change the order in which we process checks and other transactions at any time without notice to you. To avoid fees, you should ensure that your account contains sufficient available funds at all times to pay each of your transactions. In making distributions upon the death or disability of any party, you agree that we may rely upon the form of the account at the time of any such death or disability.

5. Postdated, Incomplete and Conditional Items. You agree to hold us harmless from any and all loss and liability which we may incur due to our inadvertent payment of incomplete or postdated items, items endorsed “without recourse,” or conditional items. You agree that we will not have any duty to deliver or comply with postdated, incomplete or conditional items. You agree that we may disregard any information on any check or draft other than the amount of the item, the identity of the drawee bank, any magnetically encoded information, and the signature of the drawer, regardless of whether that information is consistent with any other information on the Application. You agree that we may decline to accept, process, or pay any item or order that, in our estimation, is ambiguous or otherwise unclear in its terms and that, at our option, we may use our best efforts to resolve any such ambiguity and you agree to release us and hold harmless from any and all loss and liability that we may incur or that may arise in connection with our attempts to resolve any such ambiguity.

6. Wire Transfers, Automated Clearing House (ACH) and Other Payment Order Transactions. (a) Governing Regulations. If you send or receive a wire transfer, Fedwire may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire. If you are a party to an Automated Clearing House (ACH) entry, you acknowledge and agree that any such entry will be governed by the National Automated Clearing House Association (NACHA) Operating Rules, the rules of any other system through which the entry is made. Other payment orders you make may be governed by Chapter 4A of the Texas Business & Commerce Code.

(b) Notification. Under Chapter 4 ACH Rules, we are not required to give you any day notice of the receipt of an ACH entry and we will not do so, nor will we give you next-day notice of the receipt of a wire transfer. However, we will notify you of these transfers in your account statement.

(c) Provisional and Final Payment. If we credit your account for an ACH entry or a wire transfer, the credit is provisional until we receive final settlement for the payment order. If we do not receive final settlement, or if we credit your account by mistake, we are entitled to a refund of the amount credited and you agree that, at our option, we may reverse the credit or require that you reimburse us by way of an overdraft transfer.

(d) Identifying Account Numbers. You agree that we may rely upon any identifying account number given to us in connection with any ACH or wire transfer or other payment order, even if the number identifies a person different than the named beneficiary or a financial institution different from the named institution. You agree that we neither nor any other institution involved in the transaction has a duty to determine whether the number given matches the intended beneficiary or the named financial institution. If we receive a payment order for you that does not specify an account suffix, you agree that we may deposit the payment into any account of yours, including a Joint or Multiple-Party Account.

(e) Liability; Interest Payable. We may be responsible for your direct expenses if we fail to exercise ordinary care in carrying out your instructions in connection with a wire transfer transaction. In no event, however, will we be liable for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind. We are not required to pay interest on any amount we may owe to you due to an unauthorized wire transfer arising out of our error unless you exercise ordinary care to discover the unauthorized transfer and promptly advise us of the relevant facts within the time period set forth below in the account statements paragraph. Any rate of interest that we might be obligated to pay to you as a matter of law for a delay or incorrect transfer arising out of our error will be the lower of the interest rate that we paid to other members during the time period of delay or the rate of interest that we pay on the account to or from which the funds transfer should have occurred.

(f) Security Procedures. We reserve the right to refuse to accept a wire transfer, ACH, or other payment order transaction. You agree that we may verify the authenticity of payment orders using our security procedures in place at the time of any such order, which may include signature verification, call back procedures, the use of identifying words or numbers, and identification via employee ID badge, valid driver’s license, or other photo identification document. If you do not agree to these procedures you must notify us in writing, and you may not conduct wire transfer, ACH, and other payment order transactions until you and we have agreed in writing on an alternate security procedure.
The Internal Revenue Service (IRS) requires most recipients of dividend, interest, or other payments to give taxpayer identification numbers to deemed an authorized use for which you will be responsible. We will never contact you and ask you to give us your account information, including user names, personal identification numbers, and account identifying documents. Government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.
1. You are responsible for promptly examining each account statement. Any objection that you may have respecting any unauthorized withdrawal, any payment order (including a wire transfer), or any other item or deposit shown on or missing from a statement will be waived unless made in writing to us, and received on or before the 60th day following the date the statement is mailed or otherwise made available, subject to applicable law. If you have an issue relating to a substitute check, you must notify us in writing within 60 days of the date we mailed or delivered the substitute check in question or the account statement reflecting the posting of the substitute check, whichever is later. If you are unable to make a timely claim relating to a substitute check due to extraordinary circumstances over which you had no control, and we agree that we will not be liable for any unauthorized withdrawal, any payment order, or any forged, unauthorized, or altered item drawn on your account, your account, any item with missing signatures or endorsements, any missing or diverted deposit, or any other error or discrepancy if you fail to notify us within the 60-day period, nor will we be liable for any forged, unauthorized, or altered item if the forgery or alteration is not readily ascertainable upon inspection. We also will not be liable for subsequent unauthorized withdrawals by the same wrongdoer if you fail to notify us of the first unauthorized withdrawal within the 60-day period, even if the subsequent unauthorized withdrawals are reported promptly. You agree that no legal action may or will be instituted by you against us seeking the recovery of any alleged loss as a result of the payment of a forged, unauthorized, or altered item or as a result of any missing or diverted deposit, or due to any other error or discrepancy if you fail to notify us of the first unauthorized withdrawal within the 60-day period, nor will we be liable for any forgery, unauthorized, or altered item if the forgery or alteration is not readily ascertainable upon inspection. You agree to notify us immediately if you fail to receive a statement for your checking accounts monthly, or a statement for your savings accounts at least quarterly. It is important that you make note of the time that you regularly receive your statement. That notwithstanding, you agree that it is your duty to examine statements promptly and your obligation to notify us in the event of any error is not waived or diminished in any respect by our retention of checks drawn on your account. You agree that checks are deemed to be "made available" to you by your receipt of your statement (electronicly or by mail) and your ability to view or request copies of those checks.

2. You will receive an account statement monthly for your checking accounts. You will receive an account statement at least quarterly for your savings accounts. We will only mail or deliver an account statement to the primary member. The primary member is responsible for providing the account statement information to any other Parties to the account. You acknowledge that any person to whom the account statement is delivered will have access to the account information, unless we agree in writing that it should be mailed directly to the most recent address we have on file for the primary member in our records. You agree to notify us promptly if your name, address, or any other contact information such as your phone or email address changes. You agree that you may change your address of record if we receive an address change notice from the U.S. Postal Service or if a third party in the business of providing correct address information notifies us that your address of record is inconsistent with the address the third party has on file for you. If it is your responsibility to ensure that your statements are received, and you agree that we will not be responsible for the loss or theft of your statements. You agree to notify us immediately if you fail to receive a statement for your checking accounts monthly, or a statement for your savings accounts at least quarterly. It is important that you make note of the time that you regularly receive your statement. You agree to notify us immediately and in any event within 14 days of that time, if you fail to receive your statement.

3. You agree that we shall be under no obligation to recognize and honor any Power of Attorney, which authorizes someone to deal with your account on your behalf. If we do accept a Power of Attorney, you are hereby designated as the Attorney-in-Fact. If we accept a Power of Attorney, a survivorship designation in the account will not be necessary.

4. Any Party to an account may close the account at any time; provided, however, that no Joint Owner may close the Primary Savings Account of a member or reduce the balance of any

5. You agree that we will not be liable for discharging checks or other items where the exercise of our lien or any right of offset that may exist results in there being insufficient funds in the account to honor such items. If we cash a check for you over the counter at your request and any such check is subsequently returned unpaid for any reason, you agree that we may charge the amount of the item against your account, in accordance with our Fee Schedule, a fee may be imposed for the returned item. If we elect not to enforce our lien at any time, we do not waive our right to enforce that lien on subsequent occasions. The lien secures all direct and indirect indebtedness that you may owe to us whether as a borrower, co-borrower, guarantor, or otherwise. You agree that, with regard to any indebtedness owing to us secured by your principal residence, our lien on shares and deposits shall not be construed so as to diminish or forfeit any security interest in or indebtedness secured by such residence, nor shall our lien be construed so as to permit the modification of any claim we may have under 11 U.S.C. §1322(b)(2), and to the extent that this lien is so construed, it is hereby waived and shall be void.

6. You agree that we will not be responsible for the loss or theft of your statements. You agree to notify us immediately of that you fail to receive a statement for your checking accounts monthly, or a statement for your savings accounts at least quarterly. It is important that you make note of the time that you regularly receive your statement. You agree to notify us immediately and in any event within 14 days of that time, if you fail to receive your statement.

7. You agree that we shall be under no obligation to recognize and honor any Power of Attorney, which authorizes someone to deal with your account on your behalf. If we do accept a Power of Attorney, you are hereby designated as the Attorney-in-Fact. If we accept a Power of Attorney, a survivorship designation in the account will not be necessary.
such account below the par value of one share, unless authorized by the Credit Union. Your right to close an account is subject to any statutory or contractual lien existing in the Credit Union’s favor and any legal process levied against any such account. If we pay any item or payment order after your account is closed, you agree to reimburse us. The Credit Union may close an account at any time and disburse funds on deposit in any such account to the Owners of the account in any manner it deems appropriate if (a) any of the events set forth in the preceding paragraphs eight (8) or ten (10) should arise, (b) the Credit Union believes it may suffer a loss if the account is not closed or we believe that the volume of account activity exceeds that which we can reasonably and safely process, (c) the Credit Union determines that any Party to the account or claiming an interest in the account has been abusive in the use of the account or in the conduct of his/her affairs with the Credit Union, (d) our attempts to verify your identity have failed, (e) you do not cooperate with our reasonable requests in connection with maintenance of your account or (f) there has been a change in account ownership or a change with regard to the persons authorized to sign on the account.

20. Death or Incompetence of Account Owner. We may continue to accept deposits to an account, to pay items drawn against an account, to pay other payment orders against an account and allow any other transactions with respect to an account until we are notified of an account Owner’s death or of an adjudication of incompetence, and we will give a reasonable opportunity to act upon any such notice. Subject to our policies and procedures, and subject to any separate agreement we may enter into with any surviving account Owner, once we are notified of an Owner’s death, we may pay items drawn against the account or other payment orders authorized by the deceased account Owner for a period of ten days after the account Owner’s death unless we are ordered to stop payment by a person claiming an interest in the account. We may require any person claiming an interest in the account to indemnify us against any losses arising out of the payment of any such claim, and the account agreement will be binding upon the heirs or legal representatives of any deceased account Owner or any account Owner who is adjudicated incompetent. We may discontinue to pay dividends or interest on an account following the death of an account Owner. A surviving joint Owner is a member of the Credit Union or is eligible for membership, we may require that the account be closed and reopened in the name of that surviving Joint Owner. If a deceased account Owner has any loans with us, funds may be placed on hold until we have a reasonable amount of time to determine member liability.

21. Credit Reports. You authorize us to obtain and verify your credit and employment history, and to request and use credit reports when considering any application to open an account or application for related financial services. We may report information about your share and loan accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report. If you believe that any report, report or statement or report as a credit bureau is incorrect or incomplete, please notify us in writing at: First Community Credit Union, Attn: Special Services PO Box 840129, Houston, TX 77284-0129. Include your name, address, home telephone number and account number and identify the information you believe is incorrect. If your notification relates to an account of identity theft, we will require a copy of your identity theft report filed with law enforcement authorities.

22. Direct Disputes of Information Appearing in Credit Reports. You may dispute directly to us any information contained in a credit report that pertains to an account or other relationship we have or had with you. We will investigate such disputes when you notify us in writing at any address for us that appears in the credit report or at the address set forth in Section 21 above. In your letter, you must include sufficient information for us to identify the account or other relationship in dispute; you must identify the specific information you are disputing; and you must explain your basis for the dispute. You also must provide all supporting documentation or other information we may reasonably require to substantiate your dispute. If you do not comply with these requirements, we may decline to investigate the dispute.

23. Assignment. You may not assign your account or this Agreement, or any of your rights under this Agreement, without our written consent.

24. Headings. The titles and headings of the various sections of this Agreement are for the sole convenience of the Parties to this Agreement and are not intended for any other purpose or to explain, modify, or place any construction on any of the provisions of this Agreement.

25. No Waiver. We will not waive any of our rights or remedies under this Agreement unless we agree to any such waiver in a writing signed by us. If we delay or fail to enforce any of our rights or remedies under this Agreement, such delay or failure shall not operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not prevent us from enforcing our rights and remedies on future occasions.

26. Confidentiality. Protecting your privacy and the security of your personal information is very important to us. Our privacy and security practices are explained in our Privacy Policy, which is provided at the time of membership and is also available on our website. You may access your personal information to nonaffiliated third parties (i) as necessary to carry out or complete transactions you have requested, including verifying the existence of sufficient available funds, (ii) on your written instructions, and (iii) as otherwise permitted or required by law, such as in connection with court orders and subpoenas.

27. Cooperation in the Investigation of Unauthorized Activity. If you submit a claim of unauthorized activity relating your account, you agree, on our request, to (a) adequately describe your claim in writing in a signed affidavit, declaration under penalty of perjury, or any related form that we provide, (b) file a police report, if requested, and (c) cooperate with us in all respects in the investigation of your claim, including promptly completing and returning to us any documentation that we may require. If you fail to fully cooperate with us in the investigation of your claim, we may choose to terminate our investigational personal credit we have provided to you.

28. Communications. In order to ensure we carry out our instructions accurately and to provide quality member service, you consent to the monitoring and recording of telephone conversations and other communications between you and us. You also agree that we may contact you at any address or telephone number you have provided to us or from which you have contacted us, including any email address or mobile phone number, and through any available communication channel such as text messaging, subject to applicable law. If you provide us with your email address, you authorize us to send email notices and communications, including messages announcing various benefits available to you. Standard message and data rates may apply.
your account immediately like a PIN based transaction does. Transfer Limitations – You may withdraw up to $500 per day (24-hour period) using an ATM. You may withdraw up to $9,999.99 or complete no more than 20 transactions per day for point-of-sale transactions, whichever comes first. When getting cash at a point-of-sale terminal, those transactions are free and do not count towards the $500 per day limit. These limits are per calendar day not business day. A day is considered one day unless it is a holiday, and Monday through Sunday will be considered one day. This limitation is an aggregate limitation, meaning that it applies to any combination of transactions across all of your accounts and not to each account separately. If you exceed this limitation, you will be charged an additional ATM Transaction Fee as set forth in the Fee Schedule.

P.A.T. Audio Response System

Account Access – You may use your P.A.T. PIN to:
- Transfer funds between your FCCU accounts and an account at another financial institution
- Make payments to and from FCCU and other financial institutions

Transfer Limitations – You may make up to five transfers per day/month limit. Transfer up to $3,000 per day or up to $10,000 per month, between your FCCU account and remote accounts at other financial institutions, whichever comes first. This limitation is an aggregate limitation and includes funds being transferred into and out of your FCCU account.

BillPay Service:
- Make bill payments to approved merchants and other approved parties from your checking account(s)
- Make Person2Person Transfers - you may make a transfer/payment directly to a person using their email address or phone number. This service is through BillPay within Online Banking. You agree to hold harmless First Community Credit Union in the event an incorrect phone number or email address is provided. Refer to the iPay BillPay Agreement within Online Banking for detailed instructions.
- You may make payments/transfers not to exceed $9,999.99 per day.

Direct Deposit and Pre-authorized Transfers
You may make arrangements for certain direct deposits to be accepted into your checking or savings accounts or to pay certain recurring bills from your checking or savings accounts.

Other Withdrawal Transfers
If you pay for something by check and the merchant permits, you may authorize the merchant to convert your check to an electronic funds transfer. This transfer uses the check as a source of information to initiate a one-time electronic funds transfer from your consumer account. You may also authorize a merchant to electronically debit your checking account for returned check fees. You are deemed to have authorized these transfers if you sign an authorization or if you engage in the transaction after receiving notice that the transfer will be treated as an electronic funds transfer.

Transfer Limitations for Savings Accounts. Under government regulations that apply to your Primary and Other Savings Accounts, excluding IRA Savings Accounts, you may not make more than six transfers and withdrawals, or a combination of such transfers and withdrawals from these accounts, per calendar month to another account of yours at the Credit Union or to a third party by means of a pre-authorized or automatic transfer, or agreement via phone, order, or instruction (including transfers by personal computer or other data transmission). Withdrawals by mail, messenger, ATM, or in person, and transfers to make payments on your loans with us are not included in this limit. However, automatic or pre-authorized transfers from your accounts to make payments on loans that your family members may have with us are counted against this transaction limitation. If you exceed the number of transfers permitted, your account may be closed or a fee may be imposed according to the Fee Schedule.

3. Fees. Please refer to our Fee Schedule accompanying this Agreement for disclosures of fees and charges that apply in connection with your use of electronic fund transfers services. In addition to the fees disclosed on our Fee Schedule, when you use an ATM not owned by us, you may be charged an additional fee by the ATM operator or any network used. And you may be charged an additional fee for a balance inquiry even if you do not complete a fund transfer.

4. Business Days. Our business days are Monday through Friday, excluding holidays observed by the Credit Union. All holidays are posted at FCCU.org/HolidayHours.

5. Documentation.
(a) (Terminal Transfers. You can get a receipt at the time you make any transfer or to/from your account using an ATM or a point of sale terminal for transactions over $15.
(b) Periodic Statements. You will receive a monthly account statement from us for your checking and savings accounts if there is electronic funds transfer activity on the account during a given month.
(c) Direct Deposits. If you have arranged to have direct deposits made to your account, you may use Online Banking to confirm receipt of deposit or call us at 281.856.5300. If the only electronic fund transfers to your account are pre-authorized transfers, you will receive a statement for your accounts at least quarterly.

6. Pre-authorized Payments.
(a) Right to Stop Payment of Pre-authorized Transfers and Procedure for Doing So. If you have arranged in advance to make regular payments from your account, you can stop any of these payments. Here’s how: Call us or write to us at the phone number or address listed in these disclosures in time for us to receive your request three business days or more before the payment is scheduled. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge a fee as set forth in our Fee Schedule for each stop payment order you give.
(b) Notice of Varying Amounts. If these regular payments vary in amount, the person or company you are going to pay will tell you, ten days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
(c) Liability for Failure to Stop Payment of Pre-authorized Transfer. If you order us to stop one of these payments three business days or more before the transfer is scheduled and we do not do so, we may be liable for your losses and damages proximately caused by our failure.

7. Contact in Event of Unauthorized Transfer. If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 281.856.5300 or write to: First Community Credit Union - PO Box 840.1299 Houston, TX 77284-0129. You may report a lost or stolen Visa® Debit Card after hours by calling 281.856.5300 or 800.456.FCCU.

8. Confidentiality. We will disclose information to third parties about your account or transfers you make:
(a) Where it is necessary for completing transfers, or
(b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
(c) In order to comply with government agency or court orders, or
(d) If you give us your written permission.

9. Your Liability for Unauthorized Transfers and Advisability of Prompt Reporting. Tell us AT ONCE if you believe your card or PIN has been lost or stolen. Calling FCCU is the best way of keeping your possible losses down.
(a) For Visa®/Debit Card Point-Of-Sale and U.S. ATM Transactions Sent Over the Visa and Plus Networks. If you believe your card or PIN has been lost or stolen, you will not be liable once you notify us. But if you do not notify us within a reasonable time after you learn of the loss or theft of your card or PIN, you could lose as much as $50. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

10. Credit Union’s Liability. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages proximately caused by our failure. However, there are some exceptions. We will NOT be liable, for instance:
- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the terminal or system where you are making the transfer does not have enough cash.
- If the ATM or system was not working properly and you knew about the breakdown when you started the transfer.
• If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
• If the funds in your account are subject to an administrative hold, legal process, or other claim.
• If the failure to properly complete the transaction is caused by erroneous information supplied by you or your agent.
• If you closed the account from which you have pre-authorized electronic fund transfers.
• There may be other exceptions stated in our agreement with you.

11. In Case of Errors or Questions about Your Electronic Transfers. Call or write us at the phone 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 days after we sent the FIRST statement on which the problem or error appeared.
• Tell us your name and account number.
• 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.
• Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten business days. We will determine whether an error occurred within ten business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten business days for the amount you think is in error so that you will have use of the money during the time it takes us to complete the investigation. For Visa® Debit Card point-of-sale (non-ATM) transactions, we will provisionally credit your account within five business days for the amount you think is in error unless we determine that the circumstances or your account history warrants a delay of up to ten business days. If we ask you to put your complaint in writing and we do not receive it within ten business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. 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.

12. Visa® Debit Card Currency Conversion. If you effect a transaction with your Visa® Debit Card in a currency other than U.S. dollars, the rate of exchange between the transaction currency and the billing currency used for processing the international transaction 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 rate mandated by a government or governing body in effect for the applicable central processing date, and in each instance, plus a 1% Foreign Transaction Fee. The Foreign Transaction Fee will apply to all international purchases, cash advances, and account credit transactions.

13. Illegal Transactions. We are prohibited from processing illegal transactions through your accounts or through our relationship with you, including unlawful Internet gambling transactions. You may not use your account in any manner or for any transaction that we believe poses an undue risk of illegality, and we may refuse to process or authorize any such use or transaction. If you engage in illegal transactions or unlawful activity, we also may impose restrictions on your account, including restricting your access to account services, or we may close your account. If you use your account relationship or engage in a transaction that is determined to be illegal, you will be liable to us. You waive any right to take legal action against the Credit Union for any illegal use or transactions and you agree to indemnify, defend, and hold harmless the Credit Union and any third-party processors from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use or transactions.

14. ATM Safety Precautions. Exercise discretion when using an ATM or night deposit facility. Observe basic safety precautions. Prepare for any ATM transactions prior to approaching the ATM or night deposit facility. Keep your PIN secret and memorize it. Do not give anyone information regarding your card or PIN over the phone. When using an ATM, place your body in a position so that you will prevent others from observing your PIN when entered. At any ATM or night deposit facility, keep a lookout for any suspicious activity near the facility and ensure you are safe. If any ATM or night deposit facility, keep a lookout for any suspicious activity near the facility and ensure you are safe. If anyone offers assistance while you are operating an ATM, do not accept it. If you have begun a transaction, consider canceling the transaction and leaving the ATM location. Finally, compare your receipts against the statements you receive and notify us immediately if you suspect that an error or unauthorized transaction has occurred.

For a complete list of hours, locations and ATMs, click to FCCU.org.

24-Hour Phone Services:
P.A.T. 281.856.4PAT or 800.234.PAT1
Phone-A-Loan 281.856.LOAN

Contact us:

Phone 281.856.5300
800.456.3228 (Toll-Free)

Mobile Apps
Find the FCCU App on Apple or Google Play

Secure Message
If you have a question about your account, please send a secure message. Login through Online Banking, click "Messages", then "New".

Unsecured Message
If you are not a member, or have a general question unrelated to your account, then send us an unsecured message via email at info@fccu.org

Secure File Upload
FCCU has taken steps to provide a secure online method to safely send sensitive documents directly to us. Visit FCCU.org/ContactUs to see your options.

General Mailing Address
P.O. Box 840129
Houston, Texas 77284

In-Person
Connect with us at any of our locations for in-person assistance from our staff.

Social Media
Connect with us on social media.
Facebook  Twitter  Instagram  YouTube

Nominate an Employee
FCCU.org/GEMS