

Star of Texas Credit Union

**Membership and Account Agreement
Electronic Fund Transfers Agreement and Disclosures
Funds Availability Policy
Truth in Savings Account Disclosures
Rate and Fee Schedules
Home Banking and Bill Pay Agreement and Disclosures
Mobile Deposit Agreement and Disclosure
(Effective January 1, 2018)**

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

STAR OF TEXAS CREDIT UNION

MEMBERSHIP AND ACCOUNT AGREEMENT

In this Membership and Account Agreement ("Agreement"), the words "you," "your," "Party," and "Owner" mean any person or entity who signs a Membership Application, or any other application in connection with the opening of any Account with Star of Texas Credit Union, any such person or entity who maintains an Account with us, 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 Star of Texas Credit Union.

In this Agreement, and in your Electronic Fund Transfers Agreement and Disclosures and Truth-in-Savings Account Disclosures and Rate and Fee Schedules, the term "Savings Account" may be used to describe your Share Accounts with us, and the term "Checking Account" may be used to describe your Share Draft Accounts with us.

You authorize us to establish one or more Accounts for you or on behalf of third parties designated in your Account Card or in any other Account application you may execute with us (collectively, the "Application"), including but not limited to any Share Account, Checking 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. You also acknowledge receipt of and agree to be bound by our Truth-In-Savings Account Disclosures and Rate and Fee Schedules as amended from time to time and to conform to our rules, regulations, bylaws, and policies now in effect and as amended or adopted hereafter. In case of any conflict between the terms of this Agreement and the disclosures set forth in the Truth-In-Savings Account Disclosures and Rate and Fee Schedules, the disclosures appearing in the Truth-in-Savings Disclosures and Schedules will control. The Truth-In-Savings Account Disclosures and Rate and Fee Schedules are incorporated into this Agreement. This Agreement is incorporated into and made a part of any Application you execute or receive in connection with the opening or use of any Account.

MEMBERSHIP ELIGIBILITY

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

TRUTH-IN-SAVINGS DISCLOSURES

Truth-in-Savings Disclosures that apply to each of your Accounts, including the dividend rate and the annual percentage yield on your Accounts, are set out on the Truth-in-Savings Account Disclosures and Rate and Fee Schedules that accompany this Agreement.

ACCOUNT OWNERSHIP

1. **Single Party Accounts.** Under this type of Account ownership, the sole party to the Account owns the Account. If you open a Single Party Account upon your death, and absent any Payable on Death (P.O.D.) designation, ownership of the Account passes as part of your estate under your Will or by intestacy.

2. **Joint or Multiple-Party Accounts with Right of Survivorship.** If an Account is opened by two or more parties, or if one or more parties are added to a Single Party Account, the Account will be a 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. All funds deposited into that Account, including any earnings thereon, shall be owned by you jointly, with all others who sign the Account Application, with right of survivorship. On the death of one party to such an Account, 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. Payment to any Owner shall be valid and discharge us from any and all liability for such payments. We may accept instructions from any Owner or act at the request of any Owner with regard to any such Account without the joinder of any other Owner, and each Owner authorizes the other to act on his or her behalf with respect to the account. Any Owner may pledge all of the shares or deposits in the account to secure any indebtedness owing to us or may designate the account to provide overdraft protection for any other Account, without the joinder of any other Owner and without regard to his or her interest in the account. At our option, we may require the consent of all Owners prior to taking any action in connection with an Account. We make no representation concerning the legal consequences or the effect of survivorship rights, including any consequences arising out of the community property laws 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 applicable law or consult with your attorney if you have any question regarding the validity, effectiveness, or fitness of a survivorship designation for any purpose.

If a deposited item in a multiple party account is returned unpaid, overdrawn, or if we do not receive final payment on a transaction, all owners, jointly and severally are liable to us for the returned item, overdraft, or unpaid amount and any fees or expenses that we incur, including attorney's fees, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against all funds in the multiple party account regardless of who contributed them and to what extent.

Each Account Owner must consent in writing to remove or add an Owner to an Account. Any Owner may close an Account at any time, and we are not required to give notice of Account closure to any other Owner. Each Account Owner remains jointly and severally liable to us for any transactions conducted by a named Owner on an Account after the Account is closed, regardless of who benefited from the transaction.

3. **Payable on Death (P.O.D.) Accounts.** A P.O.D. Account 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 P.O.D. payees named in the Application or any signature card executed in connection with the Account. You agree that the persons named as P.O.D. payees in any Account Application or Payable on Death Agreement, whether one or more are designated as P.O.D. payees. 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 party to the Account. If there is more than one Owner, then during your lifetimes the provisions set forth above with regard to Multiple-Party Accounts with Right of Survivorship shall control. Upon your death (the death of the last of you to survive), each P.O.D. payee agrees that all such funds shall be owned by the P.O.D. payees. You, your heirs, executors, and personal representatives agree to defend, indemnify, and hold us harmless from any claim asserted by any person or estate as a result of the payment of funds deposited in the Account designated. You understand and agree that a P.O.D. designation shall be ineffective with respect to any Account held in an Individual Retirement Account. You understand and agree, further, that a P.O.D. designation may be ineffective unless signed by all original parties to the Account. We make no representation concerning the legal consequences or effect of any P.O.D. designation, and you understand that you should consult with your attorney if you have any question regarding the validity or effectiveness of any such P.O.D. designation for any purpose.

4. **Accounts for Trusts.** At our option, we may issue shares or accept deposits in the name of a revocable or an irrevocable trust subject to such membership requirements as we may impose from time to time in keeping with applicable law. 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. You agree that we shall have no fiduciary responsibility or obligation in connection with any 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, 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.

5. **Uniform Transfers to Minors Accounts.** At our option, we may issue shares and accept deposits in Accounts established by a custodian under the Texas Uniform Transfers to Minors Act (TUTMA). A TUTMA Account is owned by the minor, and amounts deposited into the Account constitute an irrevocable gift to that minor. The custodian named is the sole party entitled to access the Account for the minor's benefit. We have 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 or authorized by the Texas Uniform Transfers to Minors Act, (c) to question the validity or propriety of any instrument or any instructions executed or given by a person acting as a donor or custodian or (d) to oversee the application by a custodian of money or other property paid or delivered to the custodian.

6. **Minor Accounts.** We may require any account established by a minor to be a Multiple-Party Account with an Owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such Account. We may pay funds directly to the minor without regard to his or her minority. A parent or guardian of a minor may not withdraw from the Account unless the parent or guardian is listed as an Account Owner. We will not change the Account status when the minor reaches the age of majority, unless authorized in writing by all Account Owners.

7. **Accounts for Guardianships and Estates.** At our option we may issue shares and accept deposits in the name of (i) a ward on whose behalf a Guardianship has been established under applicable law, or (ii) the estate of a deceased member being administered under applicable law. Any guardian or estate representative (whether executor, administrator or otherwise) 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 any such Account beyond our obligations otherwise set forth in this Agreement or any other applicable agreement, and you agree that we will not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds by the guardian or estate representative. If we are presented with Letters of Guardianship, Letters Testamentary, or Letters of Administration valid on their face, you agree that we will have no further duty to (i) determine if the person appointed guardian or estate representative has qualified or continues to be qualified as guardian or as estate representative, (ii) determine if an act of the guardian or estate representative is in accordance with or authorized by the Texas Probate Code or other applicable law, (iii) 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 (iv) oversee the administration by a guardian or estate representative of 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 that are valid upon presentment, that we may continue to rely upon the same without inquiring into their expiration or renewal, and that we may assume their renewal unless notified in writing to the contrary. Further, you agree that we will have no obligation to recognize or honor any such Letters that we know to have expired without renewal pursuant to the provisions of the Texas Probate Code or other applicable law. If we receive notice of expiration without renewal, we will have no obligation to honor any check that is presented for payment or to honor any requests for withdrawal of 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. **Social Security 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 "Representative Payee." Funds in a Social Security Representative Payee Account are owned by the 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, that we may permit withdrawals from the Account by 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 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 otherwise 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, if any deposit to an Account is subsequently reversed, whether by the Social Security Administration or otherwise, we may transfer funds in other 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 Social Security Representative Payee Account or any other Account designated for the receipt of government benefits.

BUSINESS ACCOUNTS

In this section, the term "Business Account" means any Account maintained or opened by or in the name of any corporation, partnership, sole proprietorship, unincorporated association or club, limited liability company, or other organization. The words "you" and "your" mean the Account Owner named on the Business Account Application or other document executed in connection with the opening, maintenance, or modification of any Business Accounts with us. By opening or maintaining any Business Account with us, you agree that the following terms and conditions apply to and govern any such Business Account in addition to the other terms of this Agreement. In the event of a conflict between the terms in this Business Accounts section and terms in other parts of the Membership and Account Agreement, the terms and conditions in this Business Accounts section shall control.

1. You expressly represent that (i) the Account Owner named on any Application is duly organized, validly existing, and in good standing under the laws of the state where organized and has filed Articles of Incorporation, Certificates of Limited Partnership, or Assumed Named Certificates in a manner sufficient to ensure that no other person or entity shall conduct business under the same name or any name deceptively similar to that of the Account Owner, (ii) each officer, partner, agent, representative, or other party who signs on any Application as an Authorized Signer is qualified and authorized to sign in the capacity represented and is empowered to so act on behalf of the Account Owner named, and (iii) the Account Owner named on any Application is either presently a member of the Credit Union or is eligible to apply for membership in keeping with the membership requirements set forth below.

2. Any of the Authorized Signers on any Application shall be authorized to transact business on behalf of the Account Owner with respect to the Business Account(s) designated on the Application and are authorized to (i) close any such Business Account(s), (ii) deposit and withdraw any of the funds of the Account Owner in such Business Account(s), whether represented by cash, checks, notes, or other evidences of debt, (iii) sign for and receive the statements and records of the Account Owner with respect to any such Business Account(s), (iv) stop payment against checks or other payment orders, (v) make withdrawals or transfers from any such Business Account for the purpose of purchasing Certificates of Deposit in the name of the Account Owner and to redeem any such Certificate of Deposit in the name of the Account Owner, and (vi) make any other agreements and stipulations with us with respect to such Business Account(s) and to bind the Account Owner thereto.

3. The endorsement of the Account Owner of items for deposit may be written or stamped without designation of the party making the endorsement.

4. We are authorized to honor any and all withdrawals of the Account Owner's funds by any one of the Authorized Signers, and we need make no inquiry concerning any such action. You acknowledge that you may not stipulate that withdrawals and other actions be performed and signed by two or more Authorized Signers. You agree that any designation by you requiring the signatures of two or more persons is for your internal business purposes only and is not binding on us.

5. We will not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds by any of the Authorized Signers. The Account Owner and all of the Authorized Signers, jointly and individually, agree to indemnify and hold us harmless from any claims, demands, expenses, losses or damages, resulting from or directly or indirectly related to any activity of such parties with regard to any Business Account maintained with us.

6. The Account Owner and the Authorized Signers agree to execute or provide such additional documentation as we may require or deem appropriate in connection with the opening and maintaining of any Business Account.

7. The Account Owner and all Authorized Signers authorize us to recognize the facsimile signature(s) appearing on any Application and to charge the Account Owner for all checks, withdrawals, or similar orders drawn on Business Accounts maintained by the Account Owner. We will be so authorized so long as any facsimile signature reasonably resembles the facsimile signature appearing on any Application.

8. We may adopt policies from time to time under which we may issue ATM Cards, Check Cards, or other electronic access devices or personal identification numbers (PINs) to persons designated by the Account Owner, at the Account Owner's request. You acknowledge and agree that the issuance of an access device or PIN in connection with a Business Account affords ready access to the Business Account by the person or persons authorized by the Account Owner, as well as other persons who are provided access to the access device or PIN, or who otherwise obtain the access device or PIN whether by way of negligence, theft, collusion, or otherwise. As a result, you acknowledge and agree that the Account Owner and the persons authorized by the Account Owner to receive an access device or PIN are solely responsible for their use and that we will not be liable for any loss resulting from the

unauthorized use of the access device or PIN. You agree that the provisions of our consumer Electronic Fund Transfers Regulation "E" Disclosures addressing any limitation upon a consumer's liability for unauthorized electronic fund transfers shall not apply to electronic fund transfers when made to or from a Business Account. Except for the foregoing, electronic fund transfers to and from a Business Account are generally subject to the Electronic Funds Transfer Regulation "E" Disclosures and are fully subject to any additional terms and conditions provided to you at the time your request for the electronic fund transfer service is approved.

9. If you contract for an Electronic Fund Transfer service, we may communicate with you and others authorized to use your PIN from time to time. Those communications may include your PIN. We will send those communications to your address as reflected in our records, and you agree that we have no liability to you or to any other person if our communication to you is stolen or otherwise intercepted by any person at any time. You agree that the terms set out herein and in the remainder of the Membership and Account Agreement and Electronic Fund Transfers Agreement and Disclosures regarding the security and safekeeping of your PIN and the security of electronic fund transfers transactions in general are commercially reasonable and you agree to be bound by and to comply with these terms. Authorizations given to other persons are considered unlimited in amount and manner until you notify us and we have had a reasonable opportunity to act on your notification.

10. In order to add or delete Authorized Signers from any Business Account, (i) the Account Owner may close the Business Account and open a new Business Account through the execution of a new Membership Application or, (ii) the Account Owner may modify the Business Account to provide for any such addition or deletion by completing a new Membership Application or such other form as we may require, bearing the signatures of all persons who thereafter are authorized to sign on behalf of the Account Owner. We reserve the right to require that a new Business Account be opened when adding or deleting Authorized Signers. In order to add or delete Authorized Signers on any Business Account, whether by way of Account closure or modification, we may require the presentation of a new certificate of corporate resolution or a new certification and authorization in the case of a sole proprietorship, partnership, association, or other business entity, specifying the action to be taken and setting forth those individuals who thereafter will be authorized to transact business on behalf of the Account Owner. You acknowledge and agree that, if the Account Owner elects to add or delete Authorized Signers by way of Account modification rather than by closing the Business Account(s), we may not be able to verify effectively whether any check presented is signed by an Authorized Signer, and you agree that we are not required to examine instruments presented. In the event of a Business Account modification, you agree that the Account Owner is solely responsible for denying any deleted signer access to the Business Account and that we will not be liable for the payment of checks or orders signed or made by any deleted signer.

11. A Business Account may not be established at the Credit Union unless the Account Owner is a member of the Credit Union. A business may be eligible for Credit Union membership in its own right if it is listed in our field of membership as set forth in our Bylaws. Otherwise, for sole proprietorships, the individual owner must be a member of the Credit Union. For all other businesses and organizations, the employees or members of the business or organization must be within our field of membership.

12. Business Accounts are subject to the rates and fees set forth periodically in the Rate and Fee Schedule, which is incorporated into this Agreement by reference. You acknowledge and agree that any Truth-in-Savings Account Disclosures that may be provided to you in connection with a Business Account other than the Rate and Fee Schedule are made for the benefit of, and are applicable only to natural-person members of the Credit Union who hold an Account primarily for personal, family, or household purposes. To the extent that those disclosures are also accurate with respect to Business Accounts, they are provided for informational purposes only and without any corresponding intent to extend coverage of the Truth-in-Savings Act and implementing regulations to Business Accounts.

13. Overdraft protection from savings Accounts and using our courtesy pay service is available for Business Accounts. Business Accounts are not eligible for overdraft protection from a line of credit.

CHECKS, TRANSFERS OR WITHDRAWALS

1. **Payment Authorization.** You authorize us to pay checks signed by you and charge the payments against the applicable Account. Only checks or other 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 for any printing errors on any such forms. All checks, withdrawal forms, deposit slips, and transfer instructions used in connection with any Account must be on forms that we provide or 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. 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 honoring any withdrawal orders or checks payable to us first and dishonoring or refusing any other item or withdrawal order for which there are insufficient funds available thereafter. 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. **Stale Items.** We are under no obligation to pay a check that is presented for payment more than six 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 Protection.** You agree to maintain funds in your Accounts at all times sufficient to pay any withdrawal order (whether oral, written, or otherwise) or item presented for payment against the applicable Account. We are under no obligation to

pay any order or item (a) the amount of which exceeds the available balance in the Account upon which the order was made or the item was drawn, or (b) 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 item, we will not waive our right to dishonor any subsequent items presented. If we do pay an item, the amount of which exceeds the 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 overdrawn together with any fees that we might 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 withhold or to transfer funds from any other Account to which you are party in amounts sufficient to cover any overdraft and overdraft fees, or to use any other collection remedy available to us by law. In the event that you write a check or take any other action that would result in an Account becoming overdrawn, and if you have requested and been approved for automatic overdraft protection, such check or action taken shall be deemed to be a request by you to us to transfer available funds from your Regular Share Account or any other Account permitted by us, in increments that we deem sufficient to pay such check or otherwise remedy the overdraft, together with any service charge we may impose. We will use our best efforts to transfer funds to your Checking Account from your Regular Share or other Account in the manner in which you have directed in the Application. A fee may be charged for overdraft protection as set forth in the Fee Schedule. If sufficient funds are not available, then any such item presented will be returned to the payee due to insufficient funds and a charge will be made to your Account in such amounts as we may establish from time to time. Each party to any of your Accounts will be jointly and severally liable for overdrafts caused by any other party to such Account. During any statement period you may not make more than six withdrawals or transfers from your Regular Share Account to another Credit Union Account of yours or to a third party by means of a pre-authorized or automatic transfer or telephonic (including data transmission) agreement, order, or instruction. Overdraft protection transfers from your Regular Share Account are counted against this limitation. If you exceed this limit, your Account may be subject to a fee or closure. In the event that the Credit Union reasonably believes that your use of your Account(s) is abusive due to excessive checks drawn on non-sufficient funds, excessive activity, or otherwise, your Account may be closed.

Courtesy Pay. Courtesy pay is a discretionary service where Star of Texas Credit Union may choose to pay inadvertent overdrafts of qualified members caused by checks, check card transactions, preauthorized transfers, and transfers by other electronic means when no other form of overdraft protection is available. Courtesy pay is not a line of credit and Star of Texas Credit Union is not under any contractual obligation to pay an overdraft. If we elect to pay these items, each item will be subject to a NSF/courtesy pay fee. There is no limit to the number of NSF/courtesy pay fees that may be charged each day. We process transactions in the order in which they are received and not necessarily in the order they were transacted. This may affect the number of NSF/courtesy pay fees incurred in a day. We will not provide any advance notices as to returning or paying an NSF/Courtesy pay item. We reserve the right to terminate the courtesy pay service at anytime and for any reason without notice. If you prefer not to participate in courtesy pay service, please contact a member service rep at 512-458-8253 or send us an OPT-out form to: Star of Texas Credit Union, P.O. Box 14567 Austin, Texas 78761-4567.

4. Authorized Signatures; Facsimile Signature Devices; Forged Checks. You authorize us to recognize any of the signatures set forth on the application in the payment 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 authentication, including orders to pay that are received electronically or telephonically. You agree that we may act upon and rely upon documentation, correspondence, or other instructions with respect to your Accounts that we receive by way of electronic or facsimile transmission, including Account agreements, requests to modify Accounts, loan agreements, and any other order with respect to your Accounts, and you agree to such verification procedures as we may implement from time to time. You agree that we may maintain copies of Account records, including copies maintained electronically, in lieu of any original and that any such copy will be considered an original record for any purpose, including admissibility in evidence as an original record before any court or administrative agency. You are responsible for the use and safeguarding of the facsimile signature device, your checks, your access codes and as such, you specifically agree that you are in the best position to determine whether your facsimile signature has been used without your consent, or a counterfeit facsimile signature device has been used, or your signature has been forged. Therefore, you are required to make a good-faith effort to review any and all statements and items or checks returned to you or made available to you for any unauthorized use of your electronic, mechanical, or facsimile signature. We will not be liable if we honor an item that appears to be authorized by your signature and without your consent or because a counterfeit facsimile signature device was used. Nothing in this provision shall be construed to relieve us of obligations to act in good faith and to exercise ordinary care.

Automated Processing of Items. You acknowledge and agree that we have adopted automated collection and payment procedures which are standard and reasonable in the industry. This allows us to process a large volume of items efficiently. However, these automated procedures rely primarily on information encoded onto each item in magnetic ink and does not provide for personal inspection of the item by our staff ("site examination"). You agree that in paying an item we may disregard all information on the item except that which has been encoded onto the item in magnetic ink, such as industry of drawee bank and amount of the item, even if the information is inconsistent with other information printed or written on the item. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for a sight examination of the item. You also agree to reimburse us for any loss or costs, including reasonable attorney's fees that we incur because the item contained such extra information.

5. Postdated, Incomplete and Conditional Items. You agree to hold us harmless from any and all loss and liability that 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 discover 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 item. 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. You also agree that, at our option, we may use our best efforts to resolve any such ambiguity and you agree to release and hold us 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 local ACH, and the Rules of any other system through which the entry is made. Other payment orders you make may be governed by Article 4A of the Texas Business & Commerce Code.
- (b) **Notification.** Under NACHA Rules we are not required to give you next 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 direct payment.
- (d) **Identifying Account Numbers.** You agree that we can rely upon any identifying account number given to us in connection with any ACH or wire transfer, even if the number identifies a person different than the named beneficiary or a financial institution different from the named financial institution. You agree that neither we 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.
- (e) **Interest Payable; Liability.** 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 federal funds rate at the time of the correction or the dividend or interest rate that we pay on the Account to or from which the funds transfer should have occurred. In no event will we be liable for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind.
- (f) **Security Procedures.** 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 a combination of 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. You agree that these procedures are commercially reasonable in view of your particular circumstances and the type and frequency of payment orders contemplated by you. If you do not agree to these procedures, you may not conduct payment order transactions until you and the Credit Union have agreed in writing on an alternate security procedure.
- (g) **Cutoff Times.** Transfers, payment orders, and communications canceling or amending payment orders received after 2:00 p.m. on each weekday we are open may be treated as having been received on the next banking day and processed accordingly.
- (h) **Force Majeure.** We are not liable for a failure to execute a payment order according to your instructions if an interruption in communication facilities or some other circumstance beyond our control such as fire or flood prevents the transfer, despite reasonable precautions we have taken.
- (i) **General.** You agree that only our forms, methods, and procedures may be utilized. You also agree that in the event of an error, we may correct any such error without prior approval by you. Any authorization you make to initiate paperless debit or credit entries will remain in effect until we receive written notice from you that your authorization has been revoked in a manner and in time to provide us with a reasonable opportunity to act on it.

7. **Stop Payment.** You may stop payment of items drawn on your Accounts. You agree to hold us harmless from any claim, loss, damage, or expense that we may incur, including attorney's fees, resulting from our refusing payment of any item on which you have stopped payment or from the payment of any item after your stop payment order has expired. A stop payment order will be effective for six (6) months and may be renewed for an additional six (6) months upon a request made in writing to us. We are not required to notify you when a stop payment order expires. A stop payment order, a renewal of an order, or a revocation of any such order shall not be effective unless delivered to us in writing to a member of our staff during our regular business hours and until we have had a reasonable opportunity to act on it. In addition, we will not be liable for the payment of an item over a stop payment order if the order is received after 10:00 a.m. on the next banking day after the banking day on which we received the item. Due to computer systems limitations, we can intercept an item subject to a stop payment order only if the precise amount, date, check number, name of payee, and any other information that we may reasonably require is provided. If that information is not provided, we will not be responsible if we are unable to

stop payment. If the order is made orally, we have no obligation to honor it. If we do honor an oral stop payment order, it will only be binding for 14 days after which it must be renewed in writing. Any stop payment order, renewal, or revocation will incur a charge as set forth on the Fee Schedule. You agree that we may honor a stop payment order, revocation, or renewal if made by the person who signed the check to be stopped or any other person who has signed the Account Application or is otherwise authorized to transact business relating to the Account. You agree that we will not be liable for any inadvertent payment of any item, notwithstanding a stop payment order, if we have used ordinary care and followed our usual practices in handling such an order. If an item is paid over a valid stop payment order due to our failure to exercise ordinary care, we may be liable to you for any loss you suffer as a result of that inadvertent payment. You agree, however, that it will be your responsibility to establish any such loss. You agree that we will never be liable for more than your actual loss and that we will not be liable for any consequential damages. If we do credit your Account after paying an item over a valid stop payment order, you agree to take whatever action we deem necessary to transfer to us all of your rights against the payee or holder of the item and to assist us if we take legal action against the payee or any other person. For information concerning your right to stop payment of preauthorized electronic funds transfers, please refer to your Electronic Fund Transfers Disclosures. You may not stop payment of Credit Union Cashier's Checks issued by us at your request. You may not stop payment on any certified check, cashier's check, teller's check, official 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 have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold us harmless from all costs, including reasonable attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you. You may not stop payment of transactions initiated through the use of an ATM card, a check card, or a similar device at an ATM or at a point of sale.

8. Credit Union Liability. Except for losses caused by our failure to exercise ordinary care or our failure to act in good faith, you agree that we will not be liable for any action or inaction regarding the payment or non-payment of items, collection of items, other withdrawals, or the transfer of funds in satisfaction of overdrafts. Subject to applicable law, you agree that we will never be liable for any consequential damages arising out of or related to any of our obligations under this Agreement.

DEPOSIT OF ITEMS

1. Handling of Items. We act only as a collecting agent for any items deposited. Any deposit that we accept will be provisional and will be subject to subsequent payment verification. We are not responsible for any deposit or other transaction initiated by mail until the item is actually received. We will not be responsible for any deposit or other transaction made through the use of our night depository or any other unattended facility until the item or items are actually removed from the depository or facility by our personnel. We will not be responsible for any deposit or other transaction during the course of delivery to us by any courier or other third party until the item or items are actually received by our personnel. We have the right to endorse all checks payable to you for deposit into your Account. We will not be liable for the negligence of any correspondent bank or institution nor for any loss incurred in transit when items are forwarded to correspondents. We will not be liable for any delay as a result of any interruption of communication facilities or any other circumstances beyond our control. You agree to bear the risk of any change in the exchange rate with respect to any items that may be payable in foreign currency. You agree that we may charge back any item before payment without notice, regardless of whether the item has been returned. You agree that, if a check that has been deposited to your Account or cashed by you at the Credit Union is subsequently returned based upon a breach or alleged breach of any transfer warranty, presentment warranty, or otherwise, we may charge back the amount of any such item to your Account at any time without notice. You agree that we may resubmit an item that has been returned to us for payment, and you waive notice that an item has been dishonored or charged back against your Account. You also agree that, if we are charged a fee by any other institution in connection with any of your accounts that fee expense may be charged to your Account.

2. Endorsement Standards. The area from the trailing edge of a check to 1.5 inches from the trailing edge of a check is reserved for the payee's endorsement. The trailing edge of a check is defined as the left side of the check looking at it from the front. You and all other endorsers must make your endorsement within this prescribed area. If any endorsement or other writing that you or any other endorser makes causes any error or delay in the processing of the item, you agree that you will be liable for any loss that we incur as a result of that delay or error, and you agree to hold us harmless from any such loss.

3. Right to Refuse Deposit. If you request that we accept a substitute check or a standard check for a deposit that has already been deposited at a financial institution but returned, we are under no obligation to accept any such check for deposit. If we do, however, you agree to hold us harmless from any loss or liability, including consequential damages, attorney's fees, and expenses that may arise because of our acceptance of the item. In any event, in our discretion, we may refuse any deposit, limit the amount that may be deposited, accept all or any part of a deposit for collection only, return all or any part of any deposit, or close the Account subject to applicable regulations.

4. Third Party Checks. Star of Texas Credit Union does not accept third party checks.

5. International Collection Item (Check Drawn on a Foreign Institution). Items drawn on an institution located outside the United States are handled on a collection basis only. Amount will be credited to your account when we receive final payment.

6. **Deposit Verification.** If a deposit is made to your Account and we subsequently determine that the amount of the deposit initially credited was incorrect, we may correct any such error and make corresponding adjustments to your Account in order to reflect the correction.

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

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

GENERAL PROVISIONS

1. **Taxpayer Identification Number and Backup Withholding.** Your failure to furnish correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. The Internal Revenue Service (IRS) requires most recipients of dividend, interest, or other payments to give taxpayer identification numbers to credit unions and other payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes. Credit unions and other payers must be given the numbers regardless of whether recipients are required to file tax returns. Credit unions and other payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number. Certain penalties may also apply. In the event that (a) you have been notified by the IRS that you are subject to backup withholding due to payee underreporting and you have not received a notice from the IRS that the backup withholding has been terminated or (b) you provide us with an incorrect taxpayer identification number, the Credit Union is required to withhold payment, in part, of dividends or interest owing to you in amounts determined by the IRS and to pay interest or dividends withheld to the IRS. If you fail to provide your TIN, we may suspend opening your account.

2. **Inactive Accounts.** We are required by law to preserve an Account that is inactive. An Account is inactive if for more than one year there has not been a debit or credit to the account because of an act by you or your agent (other than us) and you have not communicated with us. If your residence is in Texas, an account is presumed abandoned if (a) the Account has been inactive for at least three (3) years as specified by Texas law from the date of your last transaction on the account or your last correspondence with us, and (b) we are unable to locate you. Funds in abandoned accounts will be reported and remitted in accordance with Texas law. Once funds have been turned over to the state, we have no further liability to you for such funds. When you choose to reclaim such funds, you must apply to the Texas Comptroller's Office.

If you are not residing in Texas, an account is presumed abandoned as specified in that state from the date of your last transaction on the account or your last correspondence with us, and (b) we are unable to locate you. If an Account is presumed abandoned, funds in abandoned accounts will be reported and remitted in accordance with corresponding state law that you are residing in. Once funds have been turned over to the state, we have no further liability to you for such funds. When you choose to reclaim such funds, you must apply to the appropriate state agency.

3. **Account Statements.** 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, except for electronic fund transfers, will be waived unless made in writing to us, and received on or before the 33rd day following the date the statement is mailed or otherwise delivered, subject to applicable law. If you have a claim related to a substitute check, you must notify us in writing within 40 days of the time we mailed or otherwise delivered the substitute check or the Account statement showing the posting of the substitute check, whichever is later. You agree that we will not be liable for any unauthorized withdrawal, any payment order, any forged, unauthorized, or altered item drawn on or deposited to 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 that 33-day period, nor will we be liable for any forged or altered item if the forgery or alteration is not readily ascertainable upon inspection. 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, unless you have provided us with notice within the period prescribed above and any such legal action shall have been instituted within two years after the date that the statement containing any such error was mailed or otherwise made available to you. Please refer to your Electronic Fund Transfers Agreement and Disclosures to determine your notification obligations in the event of unauthorized electronic fund transfers or other errors in connection with such transfers.

Unless we adopt alternative procedures from time to time, checks drawn on your Account will not be returned to you and copies of checks will be made available to you upon your request, subject to any fee disclosed on the Fee Schedule. You agree that 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 will receive an Account statement monthly for your Checking Accounts. You will receive an Account statement at least quarterly for your Savings Accounts. 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 ten days of that time, if you fail to receive your statement.

You acknowledge that we employ an automated collection procedure in order to more efficiently handle the high volume of items we process, and for that reason, our procedures generally do not include sight-review of items. You acknowledge and agree that reasonable commercial standards do not require us to sight-review every check presented and that any failure to sight-review does not constitute a lack of ordinary care in the payment of any item.

4. **Legal Process.** You agree that we may debit your Account for charges and costs, including attorney's fees, in connection with negotiations, responses, appearances, and the production of statements, items, or other documents pursuant to subpoenas, court orders, levies, garnishments, or other instruments of legal process to the extent not otherwise prohibited by law. You agree that any levy, attachment, or garnishment against your Account will be subject to our contractual lien set forth below, and you authorize us to exercise that contractual lien whether or not any outstanding obligation is in default, subject to applicable law.

5. **Contractual Lien.** Unless otherwise prohibited by applicable law or our policies and procedures, you may pledge all or any part of your shares and deposits as security for any loan. In addition to any lien we have as a matter of law, you grant us a contractual lien on all shares, deposits, and accrued dividends and interest in any Account in which you have an interest to the extent of any loans made to you and any other obligation of yours that you owe to us, which lien secures repayment of any such loan or obligation to the extent not prohibited under the federal Truth in Lending Act. You are not giving a security interest in any shares or deposits in an IRA or any other Account, which if pledged, would result in the loss of special tax treatment under the Internal Revenue Code. You agree that, if any such Account is a Multiple-Party Account, the entire amount in such Account shall be subject to our lien and shall secure the indebtedness of each Owner owing to us. You agree that we may exercise our lien and apply the entire amount in any such Account against the indebtedness of any Owner owing to us notwithstanding the interest of any other Owner in the Account, and without notice. You agree to pay us all expenses and costs, including attorney's fees, that we may incur in defending or enforcing our right to exercise our lien against the indebtedness of any one or more Owners, and you agree that we will not be liable for dishonoring 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, or at your request, over the counter 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. 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-maker, 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. **Dispute Resolution.** If (a) we suspect that fraudulent misconduct is or has taken place with respect to any Account, (b) we are notified that a party to an Account has died or is incompetent to manage his or her affairs, (c) we have been notified that a dispute exists between or among parties to the Account or third parties with regard to their respective interests in the Account, (d) there are competing claims to funds on deposit, or (e) we are in doubt concerning the respective interests of any parties to an Account, we may restrict withdrawals from the Account until we are satisfied that any obligation we may have at law and under this Agreement has been met or until any such dispute, doubt, suspected fraudulent misconduct, or probate matter has been resolved by a court of competent jurisdiction or by written settlement agreement entered into by all parties to the Account and any third party making claim to funds in any such Account. You agree that we may recover any attorney's fees or costs expended in connection with the foregoing, which fees will be payable by you directly or out of the Account made the subject of any such doubt, dispute, misconduct, or probate proceeding, or out of any other Account in which you have an interest. You agree, further, that the Credit Union may impose withdrawal limitations on any of your Accounts at any time, including your ability to access your Accounts electronically or otherwise, if you are delinquent under any obligation you owe to the Credit Union.

7. **Power of Attorney.** If You name a person to act as Your attorney in-fact or agent in any way with Your Account, We are only obligated to deal with such person if We, in our sole judgement, approve of the form of appointment and the supporting documentation.

8. **Withdrawal of Services.** In the event that any member causes us a loss or makes known his or her intention to cause us a loss, whether by way of loan default, Account overdraft, or otherwise, or in the event that any Credit Union member has been abusive in the conduct of his or her affairs with the Credit Union, it is our policy to withdraw member services otherwise extended to that member, including but not limited to the right to maintain certain Accounts, the right to payment of certain dividends or interest, and the availability of electronic fund transfers services, and you agree that we may do so. Your Credit Union membership may be terminated if you cause us a loss.

9. **Closing the Account.** Any party to an Account may close the Account at any time. Your right to close an Account is subject to any statutory or contractual lien existing in our favor and any legal process levied against any such Account. We may close any Account at any time and disburse funds on deposit in any such Account to the Owners of the Account or in satisfaction of any obligation owing to us, in any manner we deem appropriate, if (a) any of the events set forth in the preceding paragraphs 6 or 8 should arise, (b) we believe that we 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) we determine that any party to the Account or party claiming an interest in the Account has been abusive in the use of the Account or in the conduct of his or her affairs with the Credit Union, or (d) there has been a change in Account ownership or a change with regard to the persons authorized to sign on the Account. We are not responsible for payment of any check, draft, withdrawal, or item after your account is closed; however, if we pay an item after account is closed, you agree to reimburse us.

10. **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 have 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 holder, once we are notified of a member's death or adjudicated incompetence, we may pay items drawn against the Account or other payment orders authorized by the deceased Account Owner for a period of ten (10) 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 this 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 continue to pay dividends or interest on an Account following the death of an Account Owner.

11. **Attorney's Fees.** In addition to any other rights we may have at law or under this Agreement to recover fees and costs, we shall be entitled to recover reasonable attorney's fees and costs expended in connection with the enforcement of this Agreement and the defense of any rights we may have under this Agreement, and you authorize the Credit Union to deduct any such fees and costs from your Account without prior notice to you.

12. **Elder Financial Abuse.** In the event we should suspect financial abuse, we may at our sole discretion freeze funds in your account(s) and you agree that we may do this. If we do freeze such funds, then the account(s) will remain frozen until we receive written notice from the appropriate law enforcement or other government agency as to disposition of funds on deposit. It is our responsibility to report to law enforcement any specific acts of abuse, neglect or elder exploitation.

13. **Amendment.** You agree that we may add to, change, or delete the terms of this Agreement, the Truth-In-Savings Rate and Fee Schedules, or any notice, agreement, or policy made a part of this Agreement, from time to time in our sole discretion, subject to applicable law.

13. **Severability.** If any provision of this Agreement shall be declared invalid, unenforceable, or illegal, that provision will not affect the validity, enforceability, or legality of any other provision.

14. **Reopened Accounts.** Should your Account be closed one or more times by withdrawal of the balance of the Account, and later reopened by you, such reopened Account shall be subject to all of the terms and conditions of this Agreement, whether or not any new Application is signed.

15. **Notices.** All notices provided to the Credit Union under this Agreement must be delivered to Star of Texas Credit Union, Attn: Member Services, 114 E. Huntland Dr., Austin, TX 78752. Notices delivered to any other address may be delayed.

16. **Governing Law.** This Agreement shall be governed by the Texas Credit Union Act, the Rules for Credit Unions adopted by the Texas Credit Union Commission, our Bylaws, and to the extent not preempted by federal law, the laws of the State of Texas. Your Application is deemed signed in, and venue is proper in, Travis County, Texas.

17. **Credit Reports.** You authorize us to check your credit and employment history, and to request and use credit reports when considering any application to open an Account or any 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 information we have reported or may report to a credit bureau is inaccurate or incomplete, please notify us in writing at Star of Texas Credit Union, Attn: Lending Department, 114 E. Huntland Dr., Austin, TX 78752. Include your name, address, contact telephone number and Account number and identify the information you believe is incorrect. If your notification relates to an incident of identity theft, we will require a copy of your identity theft report filed with law enforcement authorities.

STAR OF TEXAS CREDIT UNION ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURES

AGREEMENT

- 1. Issuance of Card or Personal Identification Number.** In this Agreement and Disclosures ("Agreement"), the words "you," "your," and "party" refer to any person to whom a Star of Texas Credit Union ATM Card or VISA® Check Card (collectively, "Card") is issued, any person to whom a Personal Identification Number ("PIN") is issued in connection with any such Card or other electronic fund transfer service, any person authorized to use or given access to use to any such Card or PIN, and any owner on any Credit Union Account which may be accessed by the Card or the PIN. The words "we," "us," "our," and "Credit Union" refer to Star of Texas Credit Union. You agree that any use of a Card or PIN by you shall be governed by the terms and conditions set forth in this Agreement, as well as the terms of your Membership and Account Agreement with us, which is incorporated into this Agreement by reference.
- 2. Overdrafts.** You agree that you will not use your Card and PIN to withdraw or transfer funds from your Account in amounts exceeding the available balance in your Account at the time of any such transfer. You agree that we will be under no obligation to make a withdrawal or transfer if there are insufficient funds in your Account. If your Account has sufficient funds to cover one or more but not all checks, withdrawal orders, or electronic fund transfers during any given business day, we may honor those items, allow those withdrawals, or make any such electronic fund transfers in any order that we choose in our sole discretion including honoring first any such checks, orders, or transfers payable to us, and dishonoring or refusing any item, order, or transfer for which there are insufficient funds available thereafter. If you have applied and been approved for overdraft protection with us, you agree that your use of the Card and PIN shall be subject to the overdraft and overdraft protection provisions of the Membership and Account Agreement.
- 3. Card Security.** You agree to keep your Card and PIN in a place of safekeeping, to refrain from disclosing your PIN to any third party, to refrain from writing your PIN on your Card, and to refrain from recording or displaying your PIN in such a manner that it will be accessible by third parties. You agree that the use of the Card or PIN by (i) you, (ii) any other applicant, (iii) any party to any of your Accounts which may be accessed by the Card, (iv) anyone you permit or authorize to use your Card or PIN, and (v) anyone to whom you disclose your PIN or give access to your Card or PIN shall be deemed an authorized use for which you shall be liable. You will be responsible for reporting the loss or theft of your Card or PIN to us as soon as possible after the loss or theft.
- 4. Surrender, Cancellation, and Amendment.** You agree to surrender your Card to us upon demand. You agree, further, that the Card shall at all times remain our property and that we may cancel this Agreement at any time, subject to such notification as may be required by applicable law. You also agree that we may add to, delete, or change the terms of this Agreement and Disclosures from time to time, subject to such notification as may be required by applicable law.
- 5. VISA Check Card Preauthorization Holds.** When you use your Card at certain merchants such as gas stations (pay at the pump), restaurants, hotels, airlines, and rental car companies, the merchant may request a preauthorization hold from us to cover the transaction. The preauthorization hold may be in an amount greater than the actual purchase amount and may be placed on your Account for up to three days. You will not have access to funds subject to a preauthorization hold. Preauthorization holds may remain on your Account for up to three days, even after the transaction has been paid. In addition, even after a preauthorization hold is released, the transaction may be posted to your Account at any time. As a result, you must ensure that sufficient funds are available and remain in your Account to pay for your VISA Check Card transactions. Preauthorization holds may affect the availability of funds to pay for checks drawn on your Account and other withdrawals. You acknowledge and agree that we are not liable for any damages you may incur for dishonor of items or otherwise because of a preauthorization hold placed on your Account funds.

DISCLOSURES

Note to Business, Association, and Organization Account Holders. The following disclosures are provided for the benefit of consumers pursuant to the Electronic Fund Transfer Act and Federal Reserve Board Regulation E. The Act and Regulation do not apply to business, association, or organization Accounts. If you are a business, association, or organization Account holder, the disclosures below relating to liability for unauthorized transfers, credit union liability, and error resolution do not apply to you. The remainder of the disclosures are provided for informational purposes only and are not intended to expand the scope or coverage of the Act or Regulation to business, association, or organization Accounts.

- 1. Electronic Services.** The following electronic fund transfer services are available. You must apply and be approved for an electronic fund transfer service before using it.

VISA Check Card

Account Access – You may use your VISA Check Card and PIN to perform cash withdrawals and balance inquiries on your Checking and Savings Accounts at ATMs displaying the VISA logo. You may also use your Card and PIN to pay for purchases at VISA locations that have agreed to accept the Card. Signature-based point-of-sale transactions do not require a PIN but may require positive identification.

Transfer Limitations – You may withdraw up to \$600 per day in cash at ATMs or at a POS terminal and you may withdraw up to \$800 per day for purchases done over the phone, online by choosing credit option at point-of-sale terminals or by signing for your purchase with your VISA Check Card.

Audio Response System

Account Access – You may use your Audio Response PIN to:

- Transfer funds between your Checking and Savings Accounts and any other Accounts we permit
- Make Credit Union loan payments from your Checking and Savings Accounts
- Request that a check be mailed to your address on file for a withdrawal from your Checking or Savings Accounts
- Obtain your recent Account history and balance information
- Obtain your recent loan history and balance information

*Please see the **Transfer Limitations** section below for important information concerning Audio Response transfer limitations from your Savings Accounts.*

Home Banking

Your accounts can be accessed through Home Banking 24 hours a day via a personal computer that has internet access. You will be required to use secured login information (user logon and PIN) to access the account(s). At the present time, you may use Home Banking to:

- Transfer funds from your Checking and Savings Accounts and other accounts that we permit.
- Withdraw from your Checking or Savings Account and request that a check be mailed to your address on file.
- Obtain your recent Account history and balance information for your Accounts.
- Make payments on your loan accounts with us from your Checking and Savings Accounts.
- Obtain the most recent interest or dividend payment information.
- Make bill payments to approved merchants and other approved parties from your Checking Account.

This service may be unavailable for a short time each day for system maintenance. Your contractual arrangement with us and any user instructions may provide for additional terms, conditions, disclosures, and limitations. We reserve the right to set transaction limits on home banking transfers, subject to notification as required by applicable law.

*Please see the **Transfer Limitations** section below for important information concerning Home Banking transfer limitations from your Savings Accounts.*

Mobile Banking and Mobile Deposit

Your account can be accessed through Mobile Banking 24 hours a day via a personal mobile device. You will be required to use secured login information (user logon and PIN) to access the account(s). At the present time, you may use Mobile Banking to:

- Transfer funds from your Checking and Savings Accounts and other Accounts we permit.
- Obtain your recent Account history and balance information for your Accounts.
- Make payments on your loan accounts with us from your Checking and Savings Accounts.
- Obtain the most recent interest or dividend payment information.
- Make bill payments to approved merchants and other approved parties from your Checking Account.
- Make deposits to your account, if qualified, via Mobile Deposit.

This service may be unavailable for a short time each day for system maintenance. Your contractual arrangement with us and any user instructions may provide for additional terms, conditions, disclosures, and limitations. We reserve the right to set transaction limits on home banking transfers, subject to notification as required by applicable law.

*Please see the **Transfer Limitations** section below for important information concerning Home Banking transfer limitations from your Savings Accounts.*

Direct Deposit and Preauthorized Withdrawal Transfers

You may make arrangements for certain direct deposits to be accepted into your Checking and Savings Accounts or to pay certain recurring bills from your Checking and Savings Accounts.

*Please see the **Transfer Limitations** section below for important information concerning Preauthorized Withdrawal Transfers from your Savings Accounts.*

Electronic Check Conversion

If you pay for something by check and the merchant or payee permits, you may authorize the merchant or payee to make a one-time electronic payment from your Checking Account using information from your check to pay for the purchase or to pay a bill. You may also authorize a merchant or payee 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 fund transfer.

Transfer Limitations for Savings Accounts. Under government regulations that apply to your Savings and Money Market Accounts, you may not make more than six transfers and withdrawals, or a combination of such transfers and withdrawals from any Savings Account, 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 telephonic agreement, or instruction (including transfers by telephone, personal computer, or other data transmission), or by check, draft, debit card or similar order. Withdrawals by mail, messenger, ATM, or in person, and transfers to make payments on your loans with us are not included in this limitation. However, automatic or preauthorized transfers from your Accounts to make payments on loans that your family members have with us are counted against this transaction limitation. If you exceed the number of transfers permitted, your Account may be charged an Excessive Withdrawal Fee as set forth in the Fee Schedule and/or subject to closure.

Fees. Please refer to our Fee Schedule accompanying this Agreement and Disclosures for disclosure of fees and charges that apply in connection with your use of our Electronic Fund Transfer 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.

Business Days. Our business days are Monday through Friday, excluding holidays observed by the Credit Union. Holidays include all federal holidays and the Friday after Thanksgiving. In addition, we are opened the first half of the day on Good Friday and Christmas Eve.

Documentation.

- 1. Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your Account using an ATM or a point-of-sale terminal.
- 2. Periodic Statements.** You will receive a monthly Account statement from us for your Checking and Savings Accounts if there is an electronic fund transfer activity on your Accounts during a given month. In any event, you will receive a statement for your Account(s) at least quarterly.
- 3. Direct Deposits.** 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 (512) 458-8253 to find out whether or not the deposit has been made. If the only possible electronic fund transfers to or from your Account are preauthorized transfers, you will receive a statement for your Accounts quarterly.

Preauthorized Payments.

- 1. Right to Stop Payment of Preauthorized 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 telephone 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 to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge a fee as set forth in our fee schedule for each stop payment order you give.
- 2. Notice of Varying Amounts.** If these regular payments may 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.
- 3. Liability for Failure to Stop Payment of Preauthorized 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 will be liable for your losses or damages.

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:

(512) 458-8253 or write to:
Star of Texas Credit Union
P.O. Box 14567
Austin, TX 78761-4567

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Confidentiality. We will disclose information to third parties about your Account or 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 your written permission.

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, or if you believe that an electronic fund transfer has been made without your permission using information from your check. 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).

(a) For Point-of-Sale Transactions with Your VISA Check Card. If you believe your Card or PIN has been lost or stolen, you will not be liable once you notify us that someone may or has used your Card or PIN without your permission. The foregoing liability limitation does not apply if you are grossly negligent or fraudulent in the handling of your Account or your Card. In those cases, your liability will be determined under the standards set forth below for all other transactions.

(b) For All Other Transactions. If you tell us within two business days, you can lose no more than \$50 if someone used your Card or PIN without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN 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, PIN, or other means, tell us at once. Your liability is unlimited if you do not tell us within 60 days after your statement was mailed to you.

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 will be liable for your losses or damages. 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 close an Account from which you have preauthorized electronic funds transfers to occur.
- There may be other exceptions stated in our agreement with you.

In Case of Errors or Questions About Your Electronic Transfers. Call or write us at the telephone number or address listed in these disclosures 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 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 our investigation. For VISA Check Card point-of-sale (non-ATM) transactions, we will 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 or question 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.

VISA Check Card Currency Conversion. If you effect a international transaction with your VISA Check Card, the rate of exchange between the transaction currency and the billing currency used for processing the transaction will be 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 the government-mandated rate in effect for the applicable central processing date; and in each instance, plus a one percent International Service Assessment fee.

Unlawful Internet Gambling and Other Illegal Transactions. You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

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. Never enter your PIN in any terminal that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Retain your receipts, and do not leave them at the ATM or night deposit facility. Do not lend your Card to anyone, and do not leave your Card or any other documents at the ATM or any night deposit facility. Keep your PIN secret and memorize it. Do not give anyone information regarding your Card or PIN over the telephone. 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 assure yourself that the facility and all approaches to the facility are well lighted. Conceal cash received from an ATM to the best of your ability and count it after you have left the ATM. 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.

Star of Texas Credit Union

Funds Availability Policy

The following policy applies to deposits into transaction Accounts only. The term "transaction Accounts" includes all Checking Accounts. We may delay the availability of funds deposited into non-transaction Accounts for longer periods. Please ask a member services representative if you should have a question about the availability of funds deposited into any of your Accounts.

YOUR ABILITY TO WITHDRAW FUNDS DEPOSITED AT STAR OF TEXAS CREDIT UNION BRANCH LOCATIONS

Our policy is to make funds from your cash and check deposits made at our branch locations 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 they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

DETERMINING THE AVAILABILITY OF 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.

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.

If you have any questions, be sure to ask us.

SAME-DAY AVAILABILITY

Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

NEXT-DAY AVAILABILITY

Funds from the following deposits are available on the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you.
- Wire transfers
- Checks drawn on Star of Texas Credit Union.

If you make the deposit in person to one of our credit union employees, funds from the following deposits are also available on the first business day after the day of your deposit:

- Cash.
- State and local government checks that are payable to you.
- Cashier's, certified, and teller's checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mailed a deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

OTHER CHECK DEPOSITS

The delay for other check deposits depends on whether the check is a local or a new account or an exception hold. For local checks, the first \$200 from a deposit of checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if you deposit a local check of \$500 on Monday, \$200 of the deposit is available on Tuesday. The remaining \$300 is available on Wednesday.

LONGER DELAYS MAY APPLY

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. However, the first \$200 of your deposits will be available on the first business day.

If we will not make all of the funds from your deposit available on the first business day, we will notify you when the funds will be available at the time you make your deposit. If your deposit is not made directly to one of our employees, or 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 need the funds from a deposit immediately please contact a Star of Texas Credit Union's member representative.

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 communications or computer equipment.

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

SPECIAL RULES FOR NEW ACCOUNT

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 into 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 ninth business day after the day of your deposit.

SHARED BRANCHING TRANSACTIONS

If you are a new member, you may not use our shared-branching services during the first 30 days your Account is open.

Funds from deposits made at locations designated as Credit Union Shared Service Centers will not be available to same day, but will follow the same guidelines as the Funds Availability policy.

HOLDS ON OTHER FUNDS (Check Cashing)

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.

HOLDS ON OTHER FUNDS (Other account)

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.

FOREIGN CHECKS

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

Star of Texas Credit Union

The Truth-in-Savings Account Disclosures set forth certain terms and conditions applicable to your Accounts at Star of Texas Credit Union and are incorporated as part of your Account Agreement with us.

TRUTH IN SAVINGS ACCOUNT DISCLOSURES

Definitions

Dividend Rate. The dividend rate is the declared annual dividend rate paid on an Account, which does not reflect compounding.

Annual Percentage Yield (APY). The Annual Percentage Yield is a percentage rate reflecting the total amount of dividends paid on an Account, based on the dividend rate and the frequency of compounding for a 365-day period.

Rate Information

The dividend rate and APY may change each dividend period as determined by the Credit Union's Board of Directors. The dividend rates and APYs disclosed in the Rate Schedule reflect the dividend rates and APYs as of the last dividend declaration date.

Account Information

Accounts are non-transferable and non-negotiable. Funds in your Accounts may not be pledged to secure any obligation of an owner, except for those obligations owed to Star of Texas Credit Union.

Compounding and Crediting

Share Account, IRA Money Market Share Account, and Christmas Club Account. Dividends will be compounded quarterly and credited quarterly. For these 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 March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period and for the example is April 1.

Star Checking Account and Money Market Savings Account. Dividends will be compounded monthly and credited monthly. For these Accounts, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period and for the example is February 1.

Effect of Closing

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

Balance Computation Method

Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the Account for the period. The average daily balance is calculated by adding the balance in the Account for each day of the period and dividing that figure by the number of days in the period.

Fees and Charges

Fees and charges that may be assessed against all Accounts are disclosed in the Truth-in-Savings Fee Schedule. You authorize us to charge any Account of yours for any such fees or charges we assess without notice to you.

Accrual of Dividends

Dividends will begin to accrue on the business day you deposit non-cash items such as checks to your Account.

Transaction Limitations

The Credit Union reserves the right to require a member intending to make a withdrawal of any amount to give written notice of such withdrawal up to 60 days in advance. Your membership share may not be withdrawn unless Credit Union membership is terminated.

Share Account and Money Market Savings Account Preauthorized and Automatic Transfers and Withdrawals.

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 or automatic transfer or a telephonic order or instruction, or by check, draft, debit card, or similar order including audio response and home banking transfers. Withdrawals by mail, messenger, ATM, or in person, and transfers to make payments on your loans with us are not included in this limitation. However, automatic or preauthorized transfers from your Accounts to make payments on loans that your family members have with us are counted against this transaction limitation. If you exceed these transfer limitations during any statement period, your Account may be subject to closure or an Excessive Withdrawal Fee as set forth in the Fee Schedule.

Christmas Club Share Account and IRA Money Market Savings Account. You may not make any withdrawals or transfers to another Credit Union Account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order, or

instruction. Annual contributions to IRA Accounts are subject to annual limitations imposed by federal law. Please refer to your IRA plan disclosure for more information.

Christmas Club Share Account

The maturity date for this Account is November 1. This Account will not automatically renew at maturity, but at the time of Account opening you may select to have your Account balance rolled into a new Christmas Club Share Account after maturity for the following year. On November 1, we will automatically transfer your Account balance to your Share Account, and the balance will earn dividends at the current Share Account dividend rate. A penalty will be imposed for an early withdrawal from a Christmas Club Account. If you make a withdrawal before the maturity date, we will charge an Early Withdrawal Fee as set forth in the Fee Schedule and we reserve the right to close your Account. You may not withdraw credited dividends or the Account principal before maturity without a penalty.

Auto Club Savings Account

The Auto Club Savings Account can be opened at the time an auto loan is granted or at any time during the term of the auto loan. The maturity date for this account will coincide with the maturity date of the auto loan. This account will not automatically renew at the maturity of the loan. At the maturity of the loan the account balance will be transferred to your Share Account, and the balance will earn dividends at the current Share Account dividend rate. A penalty will be imposed for an early withdrawal from the Auto Club Savings Account. Withdrawals for the purpose of auto repairs to any auto securing Star of Texas Credit Union loans will not be assessed a fee but will require proof of repairs. If any Star of Texas Credit Union loan is delinquent at any time, Star of Texas Credit Union has the right to close the Auto Club Savings Account at its discretion. You may not withdraw credited dividends or the Account principal before maturity of the loan without a penalty.

Nature of Dividends

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

Bylaw Requirements

An eligible applicant may be admitted to membership under the procedures set forth in our Bylaws, and the applicant will become a member and be entitled to the rights and privileges of a member upon completing payment of a membership share. The par value of a membership share in the Star of Texas Credit Union is \$10.00. Membership in the Credit Union is not transferable. Members whose loans and other extensions of credit are defaulted and charged off as a loss automatically forfeit membership when their shares are applied toward the loan balance.

National Credit Union Share Insurance Fund

Member accounts in the Star of Texas Credit Union are federally insured by the National Credit Union Share Insurance Fund.

STAR of TEXAS

CREDIT UNION

Together Making it Possible

Effective Date: September 1, 2016
Fees are subject to change.

TRUTH IN SAVINGS FEE SCHEDULE

Account Fees

Non-sufficient Funds/Courtesy Pay*	\$ 33.00 per item
Deposited Item Returned or Cashed Item Returned	\$ 15.00 per item
Deposited Item Returned or Cashed Item Returned (Member Check Draw on Other FI)	\$ 25.00 per item
Shared Branch Return Item Fee	\$ 25.00 per item
Automatic Overdraft Transfer	\$ 4.00 per transaction
Share Account Excessive Withdrawal**	\$ 2.00 per transaction
Money Market Account Excessive Withdrawal**	\$ 10.00 per transaction
Christmas Club Early Withdrawal	\$ 10.00 per transaction
Single or Series of Checks Stop Payment	\$ 30.00 per request
ACH/Electronic Stop Payment	\$ 35.00 per request

EFT Fees

ATM Transaction (Not On Alliance)	\$ 1.00 per transaction
Replacement Card	\$ 10.00 per card
ATM/Check Card Paid Item	\$ 33.00 per item
Debit Card Rush Order	\$ 35.00 per card
Debit Card Overnight Order	\$ 50.00 per card

Loan Fees

Payment Returned (ACH or Check)	\$ 27.50 per instance
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Other Service Fees

Cashier's Check (Member)	\$ 5.00 per check
Cashier's Check (Nonmember)	\$ 10.00 per check
Money Order	\$ 1.50 per money order
Gift Card	\$ 5.00 per card
Statement Copy	\$ 3.00 per statement
Check Copy	\$ 3.00 per check
Account Research (\$25 minimum)	\$ 25.00 per hour
Account Reconciliation (\$25 minimum)	\$ 25.00 per hour
Account Closing (Closure of Share Account Within 90 Days of Open Date)	\$ 10.00 per instance
Account Closure and Reopening Not Related to Fraud or Joint Removal	\$ 25.00
Returned Statement Fee (Bad Address)	\$ 5.00 per statement
Legal Process-IRS Levies, Garnishments, etc. (\$25 Minimum)	\$ Actual Cost
Check Order^	\$ Actual Cost (Varies)
Temporary Checks	\$ 2.00 for four checks
Wire Transfer (Outgoing Domestic)	\$ 15.00 per transaction
Monthly Paper Statement***	\$ 3.00 (2.50) per month
Bill Pay (Inactive User Fee)^	\$ 3.00 per month
IRA Direct Custodian Transfer Processing Fee	\$ 30.00 (\$25) per request
Verification of Deposits	\$ 10.00 per request
Transfer and Balance Inquiries (Not Audio)	\$ 1.00 per request
International Item Collection (Check Drawn on a Foreign Institution)	\$ 20.00 per check
Second Chance Checking Monthly Maintenance Fee	\$ 10.00 per month
Non-Member Check Cashing Fee	\$ 5% check amt; min \$5 (new)
Non-Member Notary Fee	\$ 6.00 (new) per document
Drive-Thru Canister Replacement	\$100.00 (new)

Safe Deposit Box Fees

Key Deposit (deposit refunded if all keys returned when box closed)	\$ 25.00 per box
Drilling	\$ Actual Cost
Lost Key	\$ 10.00 per key
2 x 5 Rental	\$ 15.00 per year
5 x 5 Rental	\$ 25.00 per year

Share Value

Par Value of One Share	\$ 10.00
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*The Courtesy Pay service is offered only to qualified members when no other form of overdraft protection is available. The Courtesy Pay Fee applies if we choose to pay an overdraft caused by a check, ATM withdrawal, Check Card transaction, or a withdrawal or transfer by any other electronic means.

**The Excessive Withdrawal Fee applies if you exceed six automatic or preauthorized transfers or withdrawals from a Share Account or a Money Market Savings Account per month or if you exceed three withdrawals of any type from a Share Account or a Money Market Savings Account per month, regardless of whether such withdrawals are disbursed to you or payable to third parties.

***Free E-Statement.

^ The cost varies by the quantity and type of check order.

^^ Bill Pay is free when actively utilized. Monthly inactivity fee of \$3.00 is assessed if no payments are processed during the month.

HOME BANKING AND BILL PAY AGREEMENT AND DISCLOSURES

AGREEMENT

General. In this Agreement, the words "we," "us," "our," and "Credit Union" mean Star of Texas Credit Union. The words "you," "your," and "user" mean each person who applies for the Service and each Account owner or other person authorized to transact business on any Credit Union Account that may be accessed by way of the Service. This Agreement governs your use of the Star of Texas Credit Union Bill Pay Service (the "Service"). By enrolling, using, or authorizing any other person to use this Service, you hereby authorize the Credit Union to make payments on your behalf by debiting the designated account and transferring the funds to the payee by way of the Bill Pay Service. This Agreement and any additional terms and conditions we provide to you in connection with this Service are incorporated into your Membership and Account Agreement with us. In the event the terms of this Agreement or any additional terms and conditions conflict with any other agreement you have with us, the terms in this Agreement and any additional terms and conditions provided to you in connection with this Agreement will control.

Safeguarding Your Security Code. When you use the Service, you will access your accounts by way of a Security Code ("Code"). You agree to keep your Code secure by memorizing it or keeping it in a safe place, not disclosing it to any third party other than those to whom you provide your expressed authorization, and not recording or displaying it in such a manner that it will be accessible by unauthorized third parties. Any person having access to your Code will be able to access the Service and perform all transactions, including reviewing account information and making transfers to another person's account. You agree that use of your Code by you, any other applicant, any party to any of your accounts that may be accessed by the Code, anyone you permit or authorize to use your Code, and anyone to whom you disclose your Code or give access to your Code is deemed an authorized user for which you are liable. If you authorize another person to use your Code in any manner, your authorization is considered unlimited in amount and manner until you notify us in writing that you have revoked the authorization and we have had a reasonable opportunity to act upon your notification.

You are responsible for reporting the loss, theft, or compromise of your Code to us as soon as possible after you learn of it or suspect that unauthorized use has or may occur. For your security, in the event that someone tries to access your account without knowing your Code, the Service will block all access to your accounts after a certain number of incorrect Code entries. In such event, you must contact the Credit Union to have your access to the Service restored.

Computer Equipment and Software. You may access the Service by visiting our website at www.staroftexascu.org. You must be enrolled in Home Banking to use the Service. To access the Service, you will need a personal computer, an Internet service provider, and an Internet browser which supports the Secured Sockets Layer (SSL) protocol, such as Microsoft Internet **Explorer 5.0 or higher**, **Netscape Navigator 5.0 or higher**, or **AOL 5.0 or higher**. You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone company or Internet service provider.

NEITHER THE CREDIT UNION NOR ANY OF ITS SERVICE PROVIDERS MAKES ANY WARRANTY ON ANY EQUIPMENT, HARDWARE, SOFTWARE, OR THE SERVICES, OR WITH RESPECT TO YOUR INTERNET SERVICE PROVIDER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

We are not responsible for any loss, damage, or injury, whether caused by your equipment, your software, or any technical or editorial errors or omissions in any user guide that may be provided or made available to you for the Service. We are not responsible for any direct, indirect, special, or consequential damages arising in any way out of the installation, use, or maintenance of your equipment, software, or the Service except where the law requires a different standard. You agree to be bound by and to comply with the requirements set forth in any user's guide, instructional manual, or other instructions that we may provide to you in connection with the Service.

Access. The Service is generally accessible 24 hours a day, seven days a week, except that the Service may be inaccessible for a short period of time each week for system maintenance. We are not liable under this Agreement for failure to provide access to the Service or for service interruptions due to a system failure or other unforeseen acts or circumstances.

Additional Services. We may introduce new bill pay services or enhance the existing Service from time to time. We will notify you when these new or enhanced services are available. By using new services when they become available, you acknowledge and agree that those services are governed by this Agreement and any additional terms we may provide to you.

Overdrafts and Non-Sufficient Funds. You agree that your use of the Service shall be subject to our overdraft policies and the overdraft provisions set forth in the Membership and Account Agreement. If there are insufficient funds available in your Account or from any other form of overdraft protection, we may not process a bill payment you have requested. In such event, you understand and agree that you will be responsible for making alternate payment arrangements with the payee or for rescheduling the payment through the Service. We are under no obligation to process a bill payment for which insufficient funds are available, and we are not required to notify you in such event. In the event we do decide to process a bill payment request for which insufficient funds are available, we will charge the total cost of the transaction to you, including any overdraft fees or service charges.

Stop Payment. You acknowledge and agree that you may not stop payment of Account transfers initiated through your use of the Service, except that, under certain conditions, you may stop payment of certain preauthorized transfers and transfers made by paper check. Please refer to the disclosures below for more information concerning your right to stop payment of Bill Pay transfers.

Amendments. We reserve the right to add to, change, or delete the terms of this Agreement at any time subject to such notice as may be required by applicable law. Your use of the Service following receipt of any such notice constitutes your acceptance of any such change. Use of the Service is subject to our policies, procedures, and existing regulations governing your Accounts and to any future changes to those policies, procedures, and regulations.

Termination of the Service. The Credit Union may terminate this Agreement and your use of the Service, in whole or in part, at any time without notice. You or any other party to your Account can terminate the Bill Pay Service at any time by selecting the 'Cancel Bill Pay' option in the Internet Banking program. Termination will be effective on the first business day following your selection of this option. Unless otherwise indicated, termination by you only applies to the Bill Pay Service and does not terminate your other relationships with us. When you terminate the Service, all scheduled and unprocessed payments will be canceled. All payee information and history stored in your Bill Pay database will also be deleted and cannot be recovered. You are responsible for ensuring that your payees receive timely payment by an alternate payment method. The Credit Union is not responsible for any late fees, finance charges, or other charges you incur if you fail to make alternate payment arrangements. Except for pending transactions that will be canceled, termination of the Service does not affect the rights and obligations of the parties to this Agreement for transactions initiated prior to termination. After termination, you will remain responsible for any transactions initiated before termination by any person to whom you have furnished your CODE.

Enforcement and Governing Law.

This Agreement is governed by and construed in accordance with the laws of the State of Texas to the extent not preempted by applicable federal law and it is deemed executed in Travis County, Texas. You agree that if there is any inconsistency between this Agreement and any applicable law, regulation, or rule, the terms of this Agreement shall prevail to the extent that any such law, regulation, or rule may be modified by agreement between us.

DISCLOSURES

The following disclosures provide important information concerning your rights and responsibilities when you make transfers to and from your Accounts using the Service. You may not use the Service for any illegal purpose.

Bill Payment Procedure. The Bill Payment Service allows you to make prearranged bill payments to third parties. You may set up your own personal database of payees and establish one-time or recurring monthly payments. When you add payees to the Service, you must enter your Account number with the payee and the payment address exactly as they appear on your payment stub or invoice. Payee addresses must comply with U.S. Postal Service standards. Bill payments may be made from your Checking Account only. You may not make bill payments to government agencies, including the Internal Revenue Service and state and local tax authorities. Bill payments to collection agencies, payments pursuant to court orders (for example, alimony, child support, and traffic tickets), to payees outside the United States, or to other categories of payees we may establish from time to time are also prohibited. Bill payments must be for a minimum of \$0.01 and may not exceed \$5,000 per payment. We reserve the right to refuse to pay any payee to whom you direct a payment. If we refuse to pay a payee, we will notify you within three business days following the payment Processing Date except in the case of those payees prohibited from receiving payment as set forth in this paragraph.

The term "Processing Date" as used in this Agreement is defined as the date you designate for payment and the time when we will deduct the funds from your Account. If you schedule a Processing Date for the same business day after our 12:59 p.m. CT cutoff time or a day we are not open, the Processing Date will be on our next business day. All payments will be made in U.S. dollars only. By providing the Service with the names and account information of those persons or entities to whom you wish to make a payment, you authorize the Service to follow the payment instructions received from you. When the Service receives your payment instruction, you authorize us to charge the designated checking account on the processing date. Sufficient funds must be available in your account on the processing date or payment may not be made. You are responsible for scheduling payments to arrive to your designated payee by their due date. You acknowledge and agree that you must schedule each processing date to occur at least 5 business days before the payment due date if the payment is to be made by check and at least three (3) business days before the payment due date if the payment is to be made electronically. Your first bill payment to each merchant or payee will be processed by check. Your merchant or payee will then designate whether they will receive payment by check or electronically. You authorize us and any third party acting on our behalf to choose the most effective method to process and present your payment. For each properly instructed payment, you will receive a transaction confirmation number.

IF YOU DO NOT RECEIVE A TRANSACTION CONFIRMATION NUMBER, WE WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN MAKING PAYMENT, INCLUDING ANY FINANCE CHARGES OR LATE FEES INCURRED. IN ORDER FOR PAYMENTS TO BE RECEIVED IN A TIMELY MANNER, IT IS IMPORTANT THAT YOU SCHEDULE THE PROCESSING DATE BY THE TIME PERIODS PRESCRIBED ABOVE. SINCE THE ACTUAL TIME FOR THE PAYEE TO RECEIVE AND PROCESS YOUR PAYMENT MAY VARY ACCORDING TO THE PARTICULAR PAYEE, YOU MUST BECOME FAMILIAR WITH THE PAYMENT PROCESSING TIME FOR EACH PAYEE AND ALLOW THE APPROPRIATE NUMBER OF BUSINESS DAYS BETWEEN THE PROCESSING DATE AND THE PAYMENT DUE DATE. WE ARE NOT RESPONSIBLE FOR POSTAL DELAYS OR PROCESSING DELAYS BY THE PAYEE.

If we are unable to process a scheduled payment request through the Bill Payment Service, such as for insufficient funds in the designated account, the transaction will result in a "Failed Payment." Failed payments will not affect other scheduled payments.

If a check or an electronic bill payment is not cashed or deposited or otherwise claimed by the payee within 90 days of issuance, a stop payment will be placed on the payment and it will not be paid. In such case, the bill payment will be refunded to your account and a Stop Payment fee as set forth in these disclosures will be assessed to your account.

You agree to maintain a valid email address with us for communication purposes regarding Bill Pay issues such as payment errors or questions. In the event that a payment is unable to be processed due to an error with the information provided by you or the payee, the Credit Union will repost any drafted funds to your account and notify you by email that the payment was not processed. It is your responsibility to check your Bill Pay history and email account regularly for any messages from us regarding bill payments or reposted payments to your account. You may be required to resubmit a bill payment request with updated payee or account information.

Government regulations restrict the number of automatic and preauthorized transfers from your Savings and Money Market Savings Accounts to no more than an aggregate of six per month per Account. Automatic overdraft protection transfers made from your Savings and Money Market Savings Accounts to cover Bill Pay transactions made from your Checking Account are included when counting the permissible number of monthly transfers. We may refuse a transfer or suspend your access to the Service if you exceed these limitations.

Fees. Bill Pay is free when actively utilized. Monthly inactivity fee of \$3.00 is assessed if no payments are processed during the month. There is no per-transaction fee for the Service. You authorize us to automatically deduct the monthly fee from your Checking Account when it is assessed, normally on the last day of each month. In the event that funds in your Checking Account are not available, you authorize us to deduct the payment from any account on which you are an owner. You must follow the procedures set forth above if you wish to cancel your access to the Service (why is this sentence in this paragraph). Use of the Service is subject to the following additional fees:

Stop Payment Requests (when permitted). \$ 30.00 per request
Research Requests (including check copies). \$ 25.00 per request

The Service is also subject to applicable fees as set forth in our Truth-in-Savings Fee Schedule. Pricing for all fees associated with the Service is subject to change.

Contact in Event of Unauthorized Transfer. If you believe your Code has been lost, stolen, compromised, or that someone has transferred or may transfer money from your Account without your permission, call or write to us at:

(512) 458-8253
Star of Texas Credit Union
P.O. Box 14567
Austin, TX 78761-4567

Telephoning us as soon as possible is the best way of keeping your possible losses down.

Your Liability for Unauthorized Transfers and Advisability of Prompt Reporting. If you believe your Code has been lost, stolen, or compromised, you should change your Code immediately by accessing the "Change Security Code" feature in the Home Banking program.

Contact us IMMEDIATELY if you believe your Code has been lost, stolen, or compromised. Telephoning is the best way of keeping your possible losses down. If you contact us within two business days, you can lose no more than \$50 if someone used your Code to schedule a payment through the Service without your permission. If you do NOT contact us within two business days after you learn of the loss or theft of your Code, and we can prove we could have stopped someone from using it without your permission if you had informed us in time, you could lose as much as \$500 from scheduled payments made via the Service. If your statement shows bill payments that you did not make, tell us at once. If you do not inform us within 60 days after the statement was mailed to you, you may not be refunded 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 informed 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.

Preauthorized Transfers.

Right to Stop Payment and Procedure for Doing So. If you have arranged to have scheduled bill payments made from your Account, you can stop any of these payments by deleting or changing the payment through the Scheduled Transfer feature. We must receive your cancellation or change instructions before 12:59 p.m. on the Processing Date for the payment. You may also stop scheduled bill payments by calling or writing to us at the number and address listed in these disclosures. If you call or write, we must receive your request at least three business days before the Processing Date. 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. Electronic payments cannot be stopped after they have been processed. We may be able to stop a check payment after it has been processed if we receive your request before the check has been paid and we have a reasonable time to act on it. In no event will we be liable if we receive your request after the Processing Date and we are unable to stop payment. A fee as set forth in these disclosures will be imposed for each stop payment order you give.

Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop bill payment three or more business days before the Processing Date and we do not do so, we will be liable for your losses or damages.

Our Liability. If we do not complete a bill payment transfer on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have adequate funds in your Account to complete the transaction or your Account is closed.
- If you have not properly followed any applicable computer, Internet access, or user instructions for making the bill payment transaction.
- If your computer fails or malfunctions or the Service was not properly working and such problem should have been apparent when you attempted the transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, organized labor strikes, equipment or power failure) prevent making the transaction.
- If the funds in your Account are subject to an administrative hold, legal process, or other claim.
- If you have not given us complete, correct, and current instructions so that we can process the transfer.
- If the error was caused by a system beyond our control, such as your Internet Service Provider.
- If you do not authorize a transfer soon enough for your transfer to be made.
- If you have closed the Account to or from which the transfer was to be made.
- We may establish other exceptions from time to time.

Our sole responsibility for an error in a transfer is to correct the error, but in no case, will we be liable for any indirect, special, incidental, or consequential damages. In states that do not allow the exclusion or limitation of liability for indirect, special, incidental, or consequential damages, our liability is limited to the extent permitted by applicable law.

In Case of Errors or Questions about Your Electronic Transfers. Write to us or call us at the address and telephone numbers listed in these disclosures as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on your Account statement. We must hear from you no later than 60 days after we send you the FIRST statement on which the problem or error appeared.

- (i) Tell us your name and Account number.
- (ii) 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.
- (iii) 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 tell you the results of our investigation within ten business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten business days, we may not credit your Account.

For errors involving new accounts, we may take up to 90 days to investigate your complaint or question, and 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.

Business Days. Our business days are Monday through Friday excluding holidays observed by the Credit Union. Holidays include all federal holidays, the day after Thanksgiving. In addition, we are open only for the first half of the day on Good Friday and Christmas Eve.

Documentation. You will receive a confirmation number for every successful transfer you make. You may save or print this information for your records. All transactions made using the Service also will be listed on your monthly Account statement that you receive from us. If you do not receive a monthly Account statement from us, we will send you a statement at least quarterly.

MOBILE DEPOSIT AGREEMENT AND DISCLOSURE

Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information ("images") to us or our processor with your Mobile Device.

Eligibility Requirements. In order to qualify for Mobile Deposit, you must meet all the following:

- Your account has been opened 60 days
- You must have an opened savings or checking account
- You must be registered for Home Banking and Mobile Banking
- Your account must be in good standing, including being current on all loans with Star of Texas CU

Business accounts are not eligible for Mobile Deposit services at this time.

Deposit Limits. We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate an aggregate deposit in excess of \$5,000 per day, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

- Up to \$2,000 for a single check, and up to \$5,000 aggregate deposit limit per day

Eligible items. You agree to electronically capture and deposit only checks (*i.e.*, drafts drawn on a credit union, savings and loan or bank and payable on demand.) Checks must be drawn on United States financial institutions.

You agree that you will **not** use Mobile Deposit to deposit:

- Third party checks, *i.e.* payable to another party and then endorsed to you. The payee on the check must match the title on the account exactly.
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks stamped with a "non-negotiable" watermark.
- Checks that are stale dated (6 months or older), postdated (dated in advance of the date you deposit it) or undated.
- Previously deposited checks- Any checks previously submitted for deposit with Star of Texas CU or any other depository institution.
- Inconsistent checks-Checks with inconsistent numerical and written dollar amounts.
- Checks exceeding the deposit limits.
- Previously returned checks-Any check that has been previously returned unpaid for any reason.
- Additional unacceptable checks- Savings bonds, Canadian checks, checks not payable in United States currency, money orders or traveler's checks, temporary or starter checks, insurance drafts, substitute check, cash advance checks, photocopies of checks, purported lottery or prize winnings, rebate checks, or other similar checks. If you have a question on whether an item is eligible, please contact us in advance.

Requirements. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR (routing and transit number, account number) information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and "MOBILE DEPOSIT". Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

Receipt of Deposit. Mobile deposits may be made into eligible Checking accounts and Regular Savings. All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Account Agreement with us and will be subject to all terms of the Account Agreement. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive. Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image. A substitute check is defined as "a paper reproduction of a check that is copied electronically". We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.

Original checks. After you receive confirmation that we have received an image, you must securely store the original check for 60 calendar days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 calendar days, at your expense, the requested original check in your possession. If not provided in a

timely manner, such amount will be reversed from your account. Promptly after 60 calendar days expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.* You agree that you will never re-present the original check. You understand that you are responsible if an original check that has already been paid is being re-presented for another payment.

Returned Deposits. Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to issues relating to the quality of the image, you agree that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Your Warranties. You make the following warranties and representations with respect to each image:

- You are an authorized owner/signer on the account.
- You must be enrolled in both online and mobile banking services.
- You must have an iPhone, iPad, or Android Smart Phone with a camera.
- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.
- You will contact us immediately should you find/feel that your Mobile Check Deposit access was compromised in any way.

You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Indemnification. In addition to the indemnification set forth in the Agreement and in the Membership and Account Agreement, you agree to indemnify and hold Star of Texas Credit Union harmless from any claim, cost, loss, or damage arising directly or indirectly from your failure to comply with this MOBILE DEPOSIT AGREEMENT AND DISCLOSURE.

Compliance with Law. You will use Mobile Check Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

Mobile Deposit Unavailability. Mobile Check Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches.

Funds Availability. You agree that items transmitted using the Services are not subject to the funds availability requirements of the Federal Reserve Board Regulation CC. Star of Texas Credit Union will hold the funds for up to seven business days from the date of deposit. In some instances, funds may be available sooner than seven business days based on such factors: credit worthiness, the length and extent of your relationship with Star of Texas Credit Union, transaction and experience history, and such other factors as Star of Texas Credit Union, in its sole discretion, deems relevant. If the funds from your deposit will be available later than the time shown above, Star of Texas Credit Union will mail or deliver the notice as soon as practicable, but no later than the first business day following the day the facts become known to the depository bank, or the deposit is made, whichever is later. Mobile Check Deposits confirmed as received by 2:00 pm EST on a business day will be made available to you the sixth (6) business day after we receive your deposit. Deposits confirmed received after 2:00pm EST on a business day, and deposits confirmed received on holidays or days that are not business days, will be considered made on the next business day we are open and available on the seventh (7) business day. Our business days are Monday through Friday excluding holidays observed by the Credit Union. Holidays include all federal holidays, the day after Thanksgiving. In addition, we are open only for the first half of the day on Good Friday and Christmas Eve.

Errors, Discrepancies. Subject to applicable laws and regulations, you agree to notify us in writing of any error in connection with Mobile Deposit and any discrepancy between any records maintained by you and any notice you receive from us with respect to any of

your accounts associated with Mobile Deposit, within fifteen (15) days of the date of such notice sent by us. You agree to provide us with any information we may reasonably request in connection therewith. Notices of any error or discrepancy shall be sent to:

Star of Texas Credit Union
ATTN: Member Services
P.O. Box 14567
Austin, Texas 78761-4567

All notices sent shall include a description of the error or discrepancy, your name and contact information (such as your telephone number and/or email address).

Mobile Deposit Security. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks or compromise of your mobile device. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. In addition, you agree that you will not modify, change, or alter any checks you process for deposit. In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or **decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service**

Wireless Service. Your wireless provider's data and messaging rates apply to internet access, including your access to Mobile Deposit. We do not charge you to access your account information using Mobile Deposit; however, downloadable content may incur additional charges from your wireless service provider. All such charges are billed by and payable to your wireless service provider and you are responsible for any charges from your wireless service provider. Additionally, your wireless service provider may impose limitations on your internet access, text messages and data transmission that are outside of our control. Please contact your wireless service provider for more information if you are uncertain about any charges or limitations imposed by your wireless service provider. We are not responsible for any damages resulting from your failure to comply with the terms and conditions of any agreement with your wireless service provider.

Withdrawal of Access/Suspension of Service. Star of Texas Credit Union reserves the right to deny, suspend or revoke access to the Mobile Deposit services immediately, in whole or in part, in its sole discretion, without notice, if Star of Texas Credit Union believes you are in breach of this Agreement or are otherwise using or accessing the services inconsistent with the terms and conditions hereof. Further, Star of Texas Credit Union, or its subcontractor shall have the right to suspend the Service immediately (a) in the event of an emergency or in the event of risk beyond reasonable control, (b) if Star of Texas Credit Union is uncertain as to the accuracy of any check, or (c) Star of Texas Credit Union determines in its sole discretion that your financial condition renders use of the Services no longer advisable.

Accountholder's Indemnification Obligation. You agree to indemnify, defend and hold harmless the Credit Union and its directors, officers, employees, members and agents (the "Indemnified Parties") from and against any and all losses, costs, expenses, fees (including, but not limited to, reasonable attorneys' fees and disbursements), claims, damages, liabilities and causes of actions of third parties resulting or arising from: (i) your failure to abide by or perform any obligation imposed upon you under this Agreement; (ii) the willful misconduct, fraud, criminal activity, intentional tort or negligence of you or any of your representatives involving use of the Services; (iii) the actions, omissions or commissions of you, your employees, consultants and/or agents relating to the Services and (iv) any transmission or instruction, whether or not authorized, acted upon by the Credit Union in good faith. You shall be provided with prompt notice of any claims and given full authority and assistance (at your expense) for the defense of any such claims, provided that the Credit Union may participate in such defense and settlement with counsel of the Credit Union's own choosing at the Credit Union's own expense. However, you shall have no authority to settle any claim against any Indemnified Party without the prior written consent of such Indemnified Party (which consent shall not be unreasonably withheld).

DISCLAIMER OF WARRANTIES. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR RISK. YOU ALSO UNDERSTAND AND AGREE THAT THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE OR THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

Amendment. We may amend or change any of the terms and conditions of these Mobile Deposit Agreement and Disclosure at any time.

FACTS

WHAT DOES STAR OF TEXAS CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do. **The types of personal information we collect and share depend on the product or service you have with us. This information can include:** • Social Security number and income • account balances and payment history • credit history and credit scores

What?

How?

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Star of Texas Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Star of Texas Credit Union share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your credit worthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

To limit our sharing

Please note: If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we will not continue to share your information as described in this notice.

Questions?

Call 512-458-8253

Who we are

Who is providing this notice | Star of Texas Credit Union

What we do

How does Star of Texas Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files.
How does Star of Texas Credit Union collect my personal information?	We collect your personal information, for example, when you • open an account • apply for a loan • make deposits or withdrawals from your account We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • sharing for affiliates' everyday business purposes – information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions

Affiliates	Companies related by common ownership or control. • <i>Our affiliates include financial service providers, credit union service organizations offering shared branching.</i>
Nonaffiliates	Companies not related by common ownership or control. • <i>Star of Texas Credit Union does not share with nonaffiliates so they can market to you.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • <i>Our joint marketing partners includes a credit card company and insurance companies.</i>

Other important information

Definitions

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