

TERMS  
AND  
CONDITIONS



[www.gecu-ep.org](http://www.gecu-ep.org)

W elcome to GECU. This brochure will acquaint you with the terms and conditions and, in some cases, the laws which apply to your account(s), and it is our intention to summarize the terms, conditions and laws as they will apply to your account(s).

Throughout this Terms and Conditions, unless otherwise specified, the words “we”, “us” and “Credit Union” mean GECU. The words “you”, “your”, “party” and “owner” mean any and all persons or entities executing a signature card or account agreement in connection with any account with the Credit Union, any applicant for membership, any joint owner of an account, and any other person or entity authorized to use or having access to any such account.

Credit Union accounts are subject to applicable federal regulations, all rules and regulations of the Credit Union Department of the State of Texas and the bylaws of this Credit Union as may now or hereafter apply to member accounts in the Credit Union. The Credit Union has the right to add to, change or delete these terms and conditions at any time, subject to such notification as may be required by applicable law. By receiving a copy of this and related brochures and by signing any signature card or account agreement(s) at the Credit Union, you are creating a contract between the Credit Union and yourself and agree to all the terms and conditions listed in the account agreement(s) and these brochures and any amendments or addendum which we may make to these agreements and brochures.

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## ACCOUNT OPTIONS

The Credit Union provides a variety of account options to fit your personal needs. The manner in which an account is set up does not necessarily establish ownership but serves mainly to expand or limit the number of persons who have access to the funds on deposit and have the right of withdrawal from such accounts. Share accounts must at all times be maintained with a minimum balance of \$20.00. Your account options include the following:

*Single Party Account:* This account will be carried in your name only. You are the only person authorized to transact business on the account. 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, ownership passes as part of your Estate under your Will or by Intestacy.

*Joint Account 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 joint or multiple party account with right of survivorship. The parties to the account own the account in proportion to the party's net contributions to the account. The Credit Union may pay any sum in the account to a party at any time. All funds deposited into that account, including any earnings thereon, shall be owned by you jointly, with all others who sign the application, with right of survivorship. On the death of one party to a joint account, all sums in the account on the date of the death vest in and belong to the surviving party or parties as his or her separate property and estate. Payment to any owner shall be valid and discharge the Credit Union from any and all liability for such payments. The Credit Union may accept instructions from any joint owner or act at the request of any joint owner with regard to any such account without the joinder of any other owner, and each joint owner authorizes the other to act on his or her behalf with respect to the account. Any joint owner may pledge all of the funds in the account to secure any indebtedness owing to the Credit Union or, subject to such policies and procedures as we may adopt from time to time, may designate the account to provide overdraft protection for any other account, without the joinder of any other joint owner and without regard to his or her interest in the account. In the event that any account may be accessed by means of an electronic fund transfer service, including by way of an ATM card or any other card issued in connection with the account, or any telephone or computer access program, each joint owner grants to every other joint owner actual authority to initiate any such transfer, to use any such card issued, or to use any Personal Identification Number issued in connection with any such telephone or computer access program. The Credit Union makes no representation concerning the effectiveness of these survivorship rights, and you understand that you should consult with your attorney if you have any question regarding the validity, effectiveness, or fitness of such survivorship designation for any purpose.

Pursuant to §125.103 of the Texas Credit Union Act, a member opening a Credit Union account may, without notice to any other owner of such account, and upon written notice to the Credit Union in such form as the Credit Union may require, remove any joint owner from any such account, change the form of the account, or stop or vary payment under the terms of the account. Any such action by that member will terminate any interest that the removed joint owner may have in such account. The above notwithstanding, the Credit Union, at its option, may require that an account be closed and a new account opened in lieu of permitting a member to remove a joint owner, or the Credit Union may require the joinder and consent of any joint owner prior to acting upon any written notification or instruction to remove that joint owner from an account.

*Trusts:* An irrevocable trust account may be established if a settlor, trustee or beneficiary is a Credit Union member. A revocable trust may be

established if a settlor is a Credit Union member, or if a trustee or beneficiary is a member and a settlor is a member of a trustee's or beneficiary's family as defined in the Credit Union bylaws. The Credit Union may decline to open an account for a trust, whether revocable or irrevocable, at any time in its discretion. The Credit Union reserves the right to require such documents, orders, letters, certificates, or other writing pertaining to any trust as a condition to opening an account in the name of the trust or maintaining any such account.

To the extent of the payment, the payment of all or part of any account balance to a trustee or other person authorized to request present payment discharges the Credit Union from liability to any settlor, trustee or beneficiary. The Credit Union does not have an obligation to inquire into the reason or intended use of the funds that are withdrawn.

*Convenience Account:* If an account is established by one or more parties in the names of the parties as a convenience account, all sums on deposit in that account may be paid or delivered to the parties establishing the account or to any other account signer (hereinafter referred to as a "convenience signer") for the convenience of the parties opening the account. The making of a deposit in a convenience account does not affect title to the deposit. A party establishing a convenience account is not considered to have made a gift of the deposit or of any additions or accruals to the deposit to a convenience signer. If a convenience account is established by more than one party, the parties shall own the account with right of survivorship. Upon the death of a party, the party's ownership of the account passes to the surviving parties as their separate property and estate. On the death of the last surviving party, a convenience signer shall have no right of survivorship in the account and ownership of the account remains in the estate of the last surviving party, subject to any payable on death designation. If an addition is made to the account by anyone other than a party establishing an account, the additions and accruals to the addition are considered to have been made by a party. All deposits to a convenience account and additions and accruals to the deposits may be paid to a party establishing the account or to a convenience signer. The Credit Union is completely released from liability for a payment made from the account to a convenience signer before the Credit Union receives notice in writing signed by a party not to make the payment in accordance with the terms of the account. After receipt of notice from a party, the Credit Union may require a party to approve any further payments from the account. If the Credit Union makes payment of sums on deposit in a convenience account to a convenience signer after the death of the last surviving party establishing the account and before the Credit Union has received written notice of the last surviving party's death, the Credit Union is completely released from liability for the payment. If the Credit Union makes payment to the personal representative of the deceased last surviving party's estate after the death of the last surviving party and before service on the Credit Union of a court order prohibiting payment, the Credit Union is released to the extent of the payment from liability to any person claiming a right to the funds. The receipt by the representative to whom payment is made is a complete release and discharge to the Credit Union. **The parties who establish the account are the only parties with authority to close the account.**

**NOTE: YOU HAVE THE ADDITIONAL OPTION OF DESIGNATING A PAYABLE ON DEATH (P.O.D.) BENEFICIARY(IES) TO ANY OF THE ABOVE-MENTIONED ACCOUNT TYPES WITHOUT GIVING THEM ACCESS TO THE FUNDS ON DEPOSIT DURING LIFETIME OF THE PARTIES TO THE ACCOUNT. UPON THE DEATH OF THE LAST SURVIVING PARTY, THE FUNDS PASS TO SUCH BENEFICIARY(IES) WITHOUT COURT ORDER. THE CREDIT UNION MAKES NO REPRESENTATION CONCERNING THE EFFECTIVENESS OF ANY PAYABLE ON DEATH**

**DESIGNATION, AND YOU UNDERSTAND THAT YOU CONSULT WITH YOUR ATTORNEY IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY, EFFECTIVENESS, OR FITNESS OF ANY SUCH P.O.D. DESIGNATION FOR ANY PURPOSE.**

*Payable on Death (P.O.D.) Account Agreement:* A P.O.D. account agreement establishes an account payable on request to one or more persons during their lifetime and upon the death of the last of those persons, payable to one or more P.O.D. beneficiaries named in the account agreement. You agree that the persons named as P.O.D. beneficiaries in the agreement, whether one or more, are designated as P.O.D. beneficiaries. During your lifetime, all funds paid into or deposited into the account designated, including any earnings thereon, shall be owned by you, and payment may be made upon your request, or the request of any joint owner. If the account is a convenience account, the provisions set forth above with regard to convenience accounts shall control. If there is more than one owner, then during your lifetimes, the provisions set forth above with regard to joint accounts with right of survivorship shall control. Upon your death (the death of the last of you to survive in the case of a joint account with right of survivorship), the ownership of the account passes to the P.O.D. beneficiaries. At our option, payment may be made at the request of any named P.O.D. beneficiary then living, and any payment made upon the request of any surviving P.O.D. beneficiary discharges us from any and all liability to that P.O.D. beneficiary and any remaining P.O.D. beneficiaries or their heirs, executors and personal representatives. You, your heirs, executors and personal representatives, agree to defend, indemnify and hold the Credit Union 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 Individual Retirement Account.

**NOTE: GECU DOES NOT OFFER ANY FORM OF ACCOUNT ON WHICH TWO OR MORE SIGNATURES ARE REQUIRED FOR TRANSACTIONS.**

**CERTIFICATE OF DEPOSIT TERMS AND CONDITIONS**

The following terms and conditions apply to a Certificate Deposit Account:

- a. *Statements* will be issued annually on the last day of the year.
- b. *Grace period* is five-calendar-days after maturity during which you may make changes without penalty. If the Certificate is closed during the grace period, accrued interest will not be paid.
- c. The interest rate on any renewal of the Certificate Account will be the rate in effect on the date of renewal as determined by the Credit Union.
- d. Interest may be withdrawn or added to the principal each time it is credited. Interest, which is added to the principal of the Certificate, is considered principal for withdrawal purposes once the Certificate has matured and the five-calendar-day grace period has expired.
- e. *Interest* is computed on the actual amount in the account and is credited on:

Option A: The annual anniversary and maturity dates of the Certificate

or

Option B: The monthly anniversary and maturity dates of the Certificate (available ONLY on Certificates with a term of 12 months or more).

- f. If Certificate Account principal is withdrawn before any maturity date a substantial penalty is imposed. There will be a forfeiture of 90 days interest (whether earned or not) on Certificate Accounts with maturities not exceeding one year. There will be a forfeiture of 180 days interest (whether earned or not) for Certificate Accounts with maturities exceeding one year. Interest paid and withdrawn during the term of the Certificate, but prior to maturity, will not be subject to penalty. To comply with these provisions, the principal balance will be reduced by the amount of the penalty plus the amount withdrawn from the account. Interest will continue to accrue on any balance left on deposit in the account. If any amount withdrawn reduces the balance below the minimum required for the Certificate Account, the applicable penalty will be assessed and the Certificate will be cancelled. We do not charge a penalty when the title of a Certificate Account is changed to accommodate a trust arrangement.
- g. In the event of death of any named party (other than a P.O.D. payee) all or any part of the principal and interest due to date of withdrawal may be withdrawn without penalty, provided that any such withdrawal is made before the next maturity date of the Certificate.
- h. *Notice of Maturity/Renewal:* At least fifteen (15) days prior to maturity, a notice will be delivered informing the named parties of the terms under which the Certificate Account may be renewed. On or prior to a renewal date or within the grace period for any Certificate, any named party may change the next renewal term of the Certificate to any other term then offered by the Credit Union subject to the minimum balance requirement of the term requested. The Certificate will automatically be renewed for the same term as the last term selected by any named party unless the Credit Union is notified.
- i. *Additions to principal* may only be made on the renewal date or during the grace period with exception to the 12 month \$100,000 Jumbo Certificate accounts.
- j. GECU offers a 12-month *Certificate* account that allows additional deposits.
- k. *SmartStep:* This Certificate is for a fixed term (determined at account opening) and contains an option to increase the interest rate on the Certificate. The use of an option during the term of the Certificate negates the right of any other party to exercise the option during the same term.\* The rate available will be the current rate in effect for the same type Certificate on the day the request is made. Interest will begin to accrue at the new rate on the day following the request and this new rate will be in effect until the maturity of the Certificate. The party making the request will be required to make this request in writing.

\* Note: Special SmartStep promotions may be offered at the discretion of GECU. Disclosures regarding special Certificate promotions will appear on account documentation at the time the Certificate is opened.

## **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 which 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 was made. Financial institutions are required to identify and screen all transactions that are funded internationally (International



ACH Transactions (IAT)) or being sent to other countries via the ACH Network. Other payment orders you make may be governed by Article 4A of the Texas Business and Commerce Code.

- b. *Notification.* We are not required to give immediate notice of the receipt of a wire transfer or an ACH entry and we will not do so. Receivers of ACH Transactions should be aware that the credit union may, from time to time, need to temporarily suspend processing of a transaction for greater scrutiny or verification in accordance with the laws and regulations of the Office of Foreign Assets Control. This action may affect settlement or availability of the transaction. However, we will notify you of any transactions 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 item. 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 or 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 have a duty to determine whether the number given matches the intended beneficiary or the named financial institution.
- e. *Interest Payable.* 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 rate which we pay on the account to or from which the funds transfer should have occurred.
- 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 include signature verification, call back procedures, the use of identifying words or numbers and identification via employee ID badge, valid driver's license, or other photo identification document.
- g. *Cutoff Times.* Transfers received after 12:00 noon on each weekday we are open that is not a holiday may be treated as having been received on the next business day and processed accordingly. If you request that we send a wire transfer, the wire transfer may not be processed until the next business day following the business day of your request.
- h. *Stop Payment of Point-of-Purchase Debit Entries.* You acknowledge and agree that in accordance with the NACHA Rules, a stop payment must be placed at least three business days prior to the scheduled date of entry in order for it to be effective. A stop payment order must state the precise amount, date, merchant number, originator name and any other information that we may reasonably require. If that information is not provided, we will not be responsible if we are unable to stop payment.
- 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 at substantially

regular intervals 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.

## **ELECTRONIC FUND TRANSFER SERVICES INITIAL DISCLOSURE**

Electronic fund transfer services are regulated by FRB Regulation E in compliance with the Electronic Fund Transfer Act. If you pay for something with a check or share draft you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned check fees. The following are the terms and conditions under which the Credit Union offers these services.

*Types of Available Transfers:* The following types of electronic fund transfer services are available at the Credit Union:

1. direct deposit of funds to your checking, share or IRA accounts;
2. preauthorized automatic withdrawals from your checking or share accounts on a recurring basis (including payments to your GECU Credit Card accounts);
3. withdrawals from your checking account through the use of your GECU ATM and MasterMoney Cards, including transactions initiated at Point-of-Sale (POS) terminals for the purchase of goods or services or the receipt of funds;
4. withdrawals from your share account through the use of your GECU ATM and MasterMoney Cards;
5. transfers of funds from your checking and share accounts initiated by telephone through the use of our audio response system, SmartLine;
6. transfers of funds at an ATM between the checking and share accounts associated with the GECU ATM and MasterMoney Cards;
7. transfers of funds from your checking and share accounts initiated via the Internet through use of our website, SmartBranch or gecu2go;
8. checks converted by a merchant to an electronic check. If you pay for something by check and the merchant or other 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 purchases or to pay bills. You may also authorize a merchant to electronically debit your Checking Account for returned check fees. You are deemed to have authorized these transfers if you sign an authorization or if you engage in the transaction after receiving notice that the transfer will be treated as an electronic fund transfer.
9. preauthorized automatic withdrawals from your checking or share accounts on a recurring basis through use of GECU's Bill Pay service.

## **TRANSFER LIMITATIONS**

**NOTE: MONEY MARKET ACCOUNTS ARE CONSIDERED SHARE ACCOUNTS IN THE FOLLOWING DISCLOSURES.**

**FEDERAL RESERVE BOARD REGULATION D - DURING ANY STATEMENT PERIOD YOU MAY NOT MAKE MORE THAN SIX TRANSFERS AND WITHDRAWALS, OR A COMBINATION OF SUCH TRANSFERS AND WITHDRAWALS, FROM ANY SHARE ACCOUNT OR MONEY MARKET ACCOUNT TO ANOTHER ACCOUNT OF YOURS WITH US OR TO A THIRD PARTY BY MEANS OF A PREAUTHORIZED OR AUTOMATIC TRANSFER, OR TELEPHONIC (INCLUDING DATA TRANSMISSION) AGREEMENT ORDER OR INSTRUCTION, INCLUDING SUCH TRANSFERS MADE BY CHECK, DRAFT, DEBIT CARD OR SIMILAR ORDER MADE PAYABLE TO A THIRD PARTY. AUTOMATED**

**CLEARING HOUSE (ACH) DEBITS, INTERNAL FUNDS TRANSFERS (EXCEPT TRANSFERS TO PAY YOUR LOANS WITH US), AND TRANSFERS TO COVER OVERDRAFTS ARE INCLUDED IN THIS LIMITATION.**

*Member's Liability.* Your Liability for Unauthorized Transfers and Advisability of Prompt Reporting:

Tell us AT ONCE if you believe your MasterMoney Card, GECU ATM Card, or any PIN we have issued to you has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

**Note: If your Card can be used to access a line of credit account directly, then your liability for unauthorized use of the Card in connection with the line of credit account is governed by your line of credit agreement unless the unauthorized access to the line of credit account was for overdraft protection purposes, in which case the disclosures below will apply.**

*For Unauthorized Transactions Using Your MasterMoney Card:*

If you believe your Card has been lost or stolen, you will not be liable once you notify us that someone may or has used your Card without your permission. The foregoing liability limitation does not apply unless (a) you have exercised reasonable care with the Card, (b) you have not reported two or more incidents of unauthorized use on your account within the preceding 12 months, and (c) your account is in good standing.

If you do not meet these conditions and MasterCard International processed the transaction, your liability will not exceed \$50. If you do not meet these conditions and someone other than MasterCard International processed the transaction, your liability will be determined under the standards set forth below for all other transactions.

If you tell us within two business days, you will not be held liable if someone used your Card without your permission.

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

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

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

Anytime you believe your SmartLine PIN has been compromised, in addition to notifying us, you should change your PIN to protect your accounts by calling SmartLine (available 24 hours a day) at:

**(915) 778-0009 in the El Paso area,  
1-800-772-0009 nationwide or  
for TDD (915) 774-6080  
and follow the directions for a PIN change.**

\* If your SmartBranch PIN has been compromised, log on to our website at [www.gecu-ep.org](http://www.gecu-ep.org), click on the SmartBranch icon, and follow the directions for a PIN change. Remember, it is your responsibility to change your SmartLine PIN immediately after becoming a GECU member.

*Contact in Event of Unauthorized Transfer:* If you believe your MasterMoney Card has been lost or stolen, or if you believe your MasterMoney PIN has been used to transfer funds from your account(s) without your permission, call us 24 hours a day:

**1-800-442-4757**

*or write:*

**GECU**

**Attn: Card Services Department**

**P. O. Box 20998**

**El Paso, Texas 79998-0998**

If you believe your GECU ATM Card has been lost or stolen, or if you believe your GECU ATM Card/PIN, SmartLine or SmartBranch PIN has been used to transfer funds from your account(s) without your permission, call during our operating hours:

**(915) 778-9221 in the El Paso area, or  
1-800-772-GECU (4328) nationwide;**

*or write to us at the address below:*

**GECU**

**Attn: SmartCall**

**P. O. Box 20998**

**El Paso, Texas 79998-0998**

If you believe that through any other type of Credit Union electronic fund transfer service somebody has or might transfer funds from your account(s) without your permission, call during our operating hours:

**(915) 778-9221 in the El Paso area,  
1-800-772-GECU (4328) nationwide**

*or write:*

**GECU**

**Attn: SmartCall**

**P. O. Box 20998**

**El Paso, Texas 79998-0998**

You can contact us on any business day. Our business days are Monday through Saturday (holidays are not included). Our SmartCall hours are:

Monday through Thursday	9:00 AM - 5:00 PM
Friday	9:00 AM - 6:00 PM
Saturday	9:00 AM -12:00 noon

Our office operating hours are:

Monday through Thursday	9:30 AM - 5:00 PM
Friday	9:30 AM - 6:00 PM
Saturday	9:00 AM -12:00 noon

*Credit Union's Liability:* If we do not complete an electronic fund transfer to or from your account on time or in the correct amount according to our agreement(s) with you, we will be liable for your losses or damages. However, there are some exceptions to this rule. For instance, we WILL NOT be liable:

1. if through no fault of ours, you do not have sufficient funds in your account to make the transfer;
2. if the transfer would exceed the available balance in your preauthorized overdraft protection account(s);

3. if the transfer would exceed the FRB Regulation D monthly transfer limit from a share account for those types of transactions which are governed by this limit;
4. if the terminal or system was not working properly, and you knew about the breakdown when you started the transfer;
5. if circumstances beyond our control prevent the transfer, despite reasonable precautions we have taken;
6. when there are other exceptions stated in our agreement with you.

*Documentation:*

- a. *Terminal Transfers* - You can get a receipt at the time you make any transfer to or from your account using an ATM or POS terminal except that a receipt may not be available for some transactions of \$15 or less.
- b. *Preauthorized Credits* - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call SMARTLine at:

**(915) 778-0009 in the El Paso area,  
1-800-772-0009 nationwide,  
TDD (915) 774-6080**

or call us at (915) 778-9221 during regular business hours to find out whether or not the deposit has been made. There are no limitations to the number or the amounts of the deposits you can make through direct deposit.

- c. *Periodic Statements* - You will get a monthly account statement for your checking account. You will get a quarterly account statement for your share account unless there are transfers in a particular month. In that case, you will get a share account statement monthly.

*Preauthorized Payments:*

- a. *Right to Stop Payment and Procedure for Doing So* - If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call during our business hours:

**(915) 778-9221 in the El Paso area,  
1-800-772-GECU (4328) nationwide**

*or write:*

**GECU**

**Attn: SmartCall**

**P. O. Box 20998**

**El Paso, TX 79998-0998**

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. In addition, if you notify us that your authorization is no longer valid, we may confirm that you have informed the payee that your authorization has been revoked, and we may require a copy of your revocation of authorization as written confirmation, to be provided within 14 days of any oral notification. If we do not receive the required written confirmation within this time period, we may honor subsequent debits to the account. You may incur a fee for a stop payment as set forth in the *Member Services Fee Schedule*.

- b. *Notice of Varying Amounts* - If these regular payments may vary in amount, the person you are going to pay will tell you, ten days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- c. *Liability for Failure to Stop Payment of 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.

*Your MasterMoney Card Transactions:* Upon Credit Union approval, you may receive a MasterMoney Card. (Refer to the *MasterMoney & GECU ATM CARD AGREEMENT* section in this brochure for complete details.) The Card is used to initiate withdrawals from your checking account to purchase goods or services from merchants participating in the MasterCard® MasterMoney program. The Card is also used as an ATM card (refer to the section immediately following for full details about ATM transactions).

There are no limitations to the number of times you can use your MasterMoney Card, but POS purchases/cash advances and other purchase transactions cannot exceed the amount currently available in your checking account plus any available funds in your preauthorized overdraft protection account(s). Overdraft from your share account caused by a MasterMoney Card POS transaction will not be allowed if the transaction would exceed the limit imposed by FRB Regulation D. Please refer to the Types of Available Transfers section for information about FRB Regulation D transfers.

*Your ATM Card Transactions - GECU ATM / MasterMoney:* Upon Credit Union approval, you may receive a GECU ATM Card. (Refer to the *MasterMoney & GECU ATM CARD AGREEMENT* section in this brochure for complete details.) Both your ATM and MasterMoney Card may be used to withdraw funds at an ATM from your pre-selected checking and share accounts. Cash advances through loan add-ons to your preapproved Checking Line Of Credit are available only at proprietary ATMs (an ATM owned and operated by the Credit Union). In addition, these Cards may be used to initiate POS transactions for the purchase of goods or services or to obtain funds from your checking account from merchants participating in a POS program.

There are no limitations to the number of times you can use your Cards at an ATM. However, total ATM withdrawals each day will be limited to a maximum of \$700.00 (per Card) unless otherwise approved by the Credit Union.

*Fees:* You will be charged a transaction fee for each withdrawal initiated at a non-proprietary ATM. For each attempted withdrawal at a non-proprietary ATM denied due to insufficient available funds in your account(s), including funds from your preauthorized overdraft protection account(s), you will also be charged a fee. These fees are set forth in the *Member Services Fee Schedule*. In addition, when you use a non-proprietary ATM, you may be charged a fee by the ATM operator or any network used to complete the transfer (and you may be charged a fee for a balance inquiry).

*Confidentiality:* We may find it necessary to disclose information about your account or electronic fund transfers to or from your account to third parties:

1. where it is necessary for completing transfers;
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. in order to comply with court orders, subpoenas, levies, summonses and other legal processes;
4. in order to comply with federal regulations governing electronic fund transfers;
5. if you give us your written permission.

*In Case of Errors or Questions About Your Electronic Transfers:* Call during our operating hours:

**(915)778-9221 in the El Paso area,  
1-800-772-GECU (4328) nationwide**  
*or write:*  
**GECU**  
**Attn: SmartCall**  
**P. O. Box 20998**  
**El Paso, TX 79998-0998**

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 send the FIRST statement on which the problem or error appeared:

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days 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 10 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. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

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.

## **MasterMoney™ & GECU ATM CARD AGREEMENT**

*TERMS USED IN THIS AGREEMENT* - "Credit Union" means GECU, primary address located at 7227 Viscount Boulevard, El Paso, Texas 79925. "Card" means any access device issued to you by the Credit Union under the terms of this Agreement, to include any plastic card, any renewal or replacement of the Card and the use of the account number on the Card. "You" and "your" mean any person who, in conjunction with this Agreement, requests and receives, or uses, or authorizes another to use the Card for the purpose of transferring funds between accounts or obtaining money, property, labor or services. "Checking Account" and "Account" mean any demand deposit account which you establish with the Credit Union which you designate to be accessible through the Use of the Card. "Share Account" means a share account designated by you to be associated with the Card. "Checking Line Of Credit" or "Line Of Credit" means a pre-approved revolving line of credit established in conjunction with the Account under a *LOANLINER*® agreement or other line of credit agreement. "Overdraft Protection Account(s)" mean share and/or additional checking account(s) which you or a joint signer on the Account have set up through a separate agreement from which funds are transferred into the Account to pay charges initiated with the Card when there are not sufficient funds in the Account. "Sales Draft" or "Draft" means any sales draft, withdrawal slip or other document signed, or otherwise authorized, by you or a person authorized by you, in connection with the use or presentation of the Card or the account number embossed on the Card. "Use of the Card" means any procedure initiated by you or someone authorized by you for the purpose of transferring funds between accounts or obtaining money, property, labor or services using the Card. Your Use of the Card constitutes your acceptance of all the terms and conditions set forth in this Agreement. "Unauthorized Use of the Card" means the use of the Card by someone other than you who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit.

*ISSUANCE OF THE CARD* - If your application for the Card is approved, the Credit Union will issue you a Card which you can use to access funds from the designated Account, Share Account and/or the Line Of Credit, according to the terms and conditions of this Agreement. The Card shall remain the Credit Union's property at all times, and you agree to deliver it to the Credit Union on demand. The Credit Union may terminate your right to use the Card at any time, and for any reason, without notice. Restricted card use may occur when Credit Union loans are delinquent.

When the Card is issued to you, you will choose or be issued a Personal Identification Number (PIN) to be used at any Automated Teller Machine (ATM) or Point-Of-Sale (POS) terminal in order to withdraw funds or pay for purchases. You agree to keep this number in strictest confidence. You agree that you will neither write the PIN on the Card nor store the PIN with the Card. Except as otherwise limited by law, you may be responsible for any loss resulting from the Unauthorized Use of the Card due to your failure to keep such PIN confidential.

**SECURITY INTEREST - AS A CONDITION FOR APPROVAL OF YOUR APPLICATION FOR A MasterMoney AND/OR A GECU ATM CARD, YOU GRANT TO THE CREDIT UNION A SECURITY INTEREST IN THE SHARES AND DEPOSITS IN ALL JOINT AND SINGLE PARTY ACCOUNTS YOU HAVE WITH THE CREDIT UNION NOW AND IN THE FUTURE. THE ADVANCE IS SECURED BY YOUR SHARES, ALL PROPERTY SECURING OTHER PLAN ADVANCES AND LOANS RECEIVED IN THE PAST OR IN THE FUTURE. [DEPOSITS IN AN INDIVIDUAL RETIREMENT ACCOUNT**



**(IRA) AND ANY OTHER ACCOUNT THAT WOULD LOSE SPECIAL TAX TREATMENT UNDER STATE OR FEDERAL LAW IF GIVEN AS SECURITY ARE NOT SUBJECT TO THE SECURITY INTEREST YOU ARE GIVING IN YOUR SHARES AND DEPOSITS.] YOU FURTHER AGREE THAT THE CREDIT UNION MAY ENFORCE THIS SECURITY INTEREST AGAINST ANY FUNDS YOU HAVE ON DEPOSIT AT THE CREDIT UNION TO THE EXTENT OF ANY DIRECT OR INDIRECT INDEBTEDNESS RELATING TO THE CARD REGARDLESS OF WHETHER YOU ARE A SINGLE OR JOINT PARTY ON THE ACCOUNT(S) AND WITHOUT PRIOR NOTICE TO YOU. BY YOUR USE OF THE CARD AND/OR BY YOUR INITIALS IN THE SPACE PROVIDED ON THE CARD APPLICATION, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND CONSENT TO THE GIVING OF THIS SECURITY INTEREST AS A CONDITION FOR OBTAINING THE CARD.**

*USE OF THE CARD* - Funds from the designated Account, Share Account and/or the Line Of Credit may be accessed by using the Card at ATMs owned and operated by the Credit Union (proprietary ATMs) or at other ATM/POS terminals as permitted under agreements or contracts which the Credit Union may enter into with other ATM/POS processors, networks and/or electronic switch services. Direct access to the Line Of Credit is available only at proprietary ATMs.

When you authorize any other person to use the Card, you will be considered to have used the Card yourself, and that authorization will continue until you notify the Credit Union in writing that any such authorization has been withdrawn, at which time the Credit Union will cancel the Card and decide if a reissue will be provided to you.

The MasterMoney Card may also be used to purchase goods and services at merchants who accept MasterCard®. Your Use of the Card indicates your intent to initiate withdrawals from the Account by presenting the Card or providing the account number embossed on the Card to persons who honor the Card and signing, or otherwise authorizing, an appropriate Sales Draft.

Your Card and Account may be used only for valid and lawful purposes. If you use, or allow someone else to use, the Card or Account for any other purpose, you will be responsible for such use and may be required to reimburse the Credit Union and MasterCard International Incorporated for all amounts or expenses either the Credit Union or MasterCard pays as a result of such use.

*AUTHORIZATION FOR PAYMENT* - You direct and authorize the Credit Union to pay from the appropriate Account, Share Account and/or Line Of Credit any Sales Draft originated through the Use of the Card, and any PIN authorized transaction, in the amount and to the person specified in any such Draft or transaction. You further authorize the Credit Union to pay associated fees for these transactions. Use of the Card to initiate a withdrawal shall constitute a simultaneous withdrawal from the designated account, even though the withdrawal may not be posted until a later date. The Credit Union shall not be obligated to pay withdrawals against deposits not finally posted and settled to your account. Abuse of the Card, which includes but is not limited to consistently initiating transactions that exceed available funds, may result in its cancellation. If at any time, Use of the Card causes the available funds in the Share Account, Checking Account and/or Line Of Credit associated with the Card to be exceeded, you agree to immediately pay us the amount which exceeds the available funds, together with any fees which we may assess. Refer to the *Funds*

*Availability Policies* section in this brochure for additional information on this subject.

ATM card purchases and cash withdrawals made in foreign countries and foreign currencies will be charged to you in U.S. dollars. The conversion rate will be applied by the switching network that handles the transaction using the applicable rate in effect at the time.

*MERCHANT SALES / CASH WITHDRAWALS AND ATM AUTHORIZATIONS* - A POS transaction will access only the Checking Account associated with the Card. Merchant sales, and cash or ATM withdrawals from the Account will not be authorized unless you have available funds on deposit together with any available balance in your Checking Line Of Credit and/or Overdraft Protection Account(s). Funds that have been pledged as security or otherwise held by the Credit Union will not be available.

ATM withdrawals from your Share Account will not be authorized unless you have available funds on deposit at the time of the ATM transaction. The minimum balance required to be maintained in your Share Account, and funds pledged as security or otherwise held by the Credit Union, will not be available.

To the extent that there are funds available for withdrawal, there are no limitations to the number of times you can use your MasterMoney or GECU ATM Card. However, total ATM/POS withdrawals each day will be limited to a maximum of \$700.00 (per Card), unless otherwise approved by the Credit Union.

*OVERDRAFT PROTECTION TERMS* - In conjunction with your Checking Account, you may have signed a separate Checking Overdraft Protection Agreement to designate share account(s), other checking account(s) and/or Checking Line Of Credit as "backup" funds sources. The additional funds in these accounts may be accessed through the Use of the Card when you do not have sufficient funds available in your Account to pay any withdrawal.

You agree you will at no time make purchases or cash withdrawals exceeding the total amount of funds available in your Account, plus any available in your Checking Line Of Credit and/or Overdraft Protection Account(s). Transactions initiated through the Use of the Card which exceed your credit limit or bring your Account balance into the negative may result in the assessment of a non-sufficient funds fee per transaction.

*CHECKING LINE OF CREDIT* - Any Checking Line Of Credit you may have that is accessed through the Use of the Card is established under a separate LOANLINER agreement or other line of credit agreement. Your maintenance of this Line Of Credit is subject to all of the rules, requirements, terms and conditions stated therein. Abuse of the Line Of Credit, which includes but is not limited to exceeding your credit limit, may result in its cancellation, at which time the Card will also be cancelled.

*DISCRETIONARY OVERDRAFT PRIVILEGE POLICY* - GECU is not obligated to pay any item presented for payment. Further, if your account does not contain sufficient available funds, and any discretionary payment (or other negotiation or processing) by GECU of any non-sufficient funds check or checks (or other item), GECU is not obligated to pay any additional non-sufficient funds check or item or to provide prior notice of its decision to refuse to pay any additional non-sufficient funds check or item.

GECU shall consider, as a discretionary courtesy and not a right or obligation, approving reasonable overdrafts if your consumer account

(primarily used for personal and household purposes) is maintained in good standing, which shall include but is not limited to:

- A) Making regular deposits consistent with your past practices;
- B) Depositing an amount equal to the amount of discretionary overdraft privilege extended to you or more in your account within each thirty (30) day period and bringing your account balance to a positive balance within every thirty (30) day period;
- C) You are not in default on any loan or other obligation to GECU; and
- D) You are not subject to any legal or administrative order or levy.

At the discretion of GECU, the privilege for consumer checking accounts shall generally not exceed a \$300 maximum (negative) balance, including any and all applicable non-sufficient funds/overdraft fees as set forth under the Member Services Fees section of the Terms and Conditions. The fees and each paid check or item will be included in this limit.

All checks written by you are processed by GECU in sequential order only. Other transactions, such as ATM withdrawals, in-person withdrawals, debit card transactions, preauthorized automatic debits, telephone-initiated transfers or other electronic transfers will be processed in the order in which they are received. Please be aware that the order in which transactions are received and processed may affect the total amount of overdraft fees incurred by you.

GECU may charge more than one overdraft fee against your account per day, depending on the number of checks presented on, and other withdrawals made from, your account. Specifically, fees shall apply to overdrafts created by check, in-person withdrawals, ATM withdrawals or other electronic means as applicable. The total of the discretionary overdraft privilege (negative) balance, including any and all fees, including all non-sufficient funds/overdraft fees is due and payable upon demand, and you and any party authorized to sign on this account will continue to be liable, jointly and severally, for all such amounts, as described in the *Terms and Conditions Disclosure*.

Again, approval of payment of reasonable overdrafts by GECU on accounts in good standing (as described above) is only a discretionary courtesy, and not a right or obligation, is within GECU's sole and absolute discretion, and can cease at any time without prior notice, reason or cause.

GECU offers the discretionary overdraft privilege service as a convenience to members for incidental overdrafts. We do not encourage you to repeatedly overdraw your account. We encourage you to manage your finances responsibly. You may opt-out of the discretionary overdraft privilege service at any time by notifying GECU verbally or in writing. GECU may require that any verbal opt-out be confirmed in writing. You understand that by opting-out of this service, GECU may refuse to pay any check or item that is presented against an insufficient balance on your account and you will be responsible for any non-sufficient funds/returned item fees. You are still responsible to pay any overdraft even if you have opted-out of the service. To request removal of this optional service from your checking account call SmartCall at 915-778-9221 or toll free at 1-800-772-GECU.

***Payment of overdrafts for ATM and everyday debit card transactions (Regulation E - Effective July 1, 2010 for new accounts and Effective August 15, 2010 for existing accounts)*** - We do not authorize and pay overdrafts for ATM and everyday debit card transactions unless you ask us to. ATM and one-time card transactions require member opt-in using the methods we require in order for the Credit Union to exercise its discretion under this provision to pay these particular transaction types. Further, any owner may make requests for services or make

elections relating to any multiple party account; and such requests or elections shall be binding upon all owners. If you want us to authorize and pay overdrafts on ATM and everyday transactions, call SmartCall at 915-778-9221 or toll free at 1-800-772-GECU.

You may revoke your consent for the payment of overdrafts on ATM and debit card transactions at any time by notifying us. We will discontinue the payment of such overdrafts as soon as possible after receiving notice of your revocation.

**CARD USE SERVICE CHARGES** - If you use a non-proprietary ATM, you will be charged a transaction fee for each withdrawal. For each attempted withdrawal at a non-proprietary ATM denied due to non-sufficient funds, you will also be charged a fee. These fees are set forth in the *Member Services Fee Schedule*.

The Credit Union does not currently impose separate and additional charges for the Use of the Card at proprietary ATMs or for POS or other purchase transactions. The Credit Union may begin assessing such charges by amending this Agreement subject to advance notice as may be required by applicable law.

**CARDHOLDER LIABILITY FOR UNAUTHORIZED TRANSFERS** - Tell us immediately if you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account(s) without your permission. Telephoning is the best way of keeping your possible losses down. Failure to notify us could cause you to lose all the funds available in your Checking Account, Share Account, Checking Line Of Credit, and other accounts you have designated for overdraft protection. Refer to the *Electronic Fund Transfer Services Initial Disclosure* section in this brochure for details.

Your periodic account statements will be delivered to the most current address we have on file for you and will include withdrawals initiated through the Use of the Card. It is your responsibility to diligently examine these statements immediately upon receipt. If your statement shows transfers that you did not make or if you think your statement is wrong, tell us at once. If you tell us orally, we will require that you send us your complaint or question in writing within 10 business days. Please read the *Electronic Fund Transfer Services Initial Disclosure* section in this brochure for the telephone number and address to be used to notify us, and for more information concerning your liability for unauthorized transfers.

If your Card is used without your permission to access your Checking Line Of Credit directly at one of our ATMs, you will not be liable for unauthorized use that occurs after you notify us orally or in writing of the loss, theft or possible unauthorized use. In any case, your liability for unauthorized use will not exceed \$50.00.

**CREDIT UNION RIGHTS TO REGULATE CARD USE** - The Credit Union may establish whatever procedures and limits it believes appropriate to prevent the Unauthorized Use of the Card, or to prevent the Use of the Card to initiate withdrawals in excess of total funds available. These procedures may include, but are not limited to, a requirement that the person/merchant honoring the Card obtain approval of the Card's use before the Credit Union will honor any such transaction(s). You acknowledge and agree that you will have no claim or right of action against the Credit Union for the Credit Union's failure or refusal to approve the Use of the Card if the use is not within procedures and limits set by the Credit Union, regardless of whether the use would exceed all available funds. The Credit Union will have no liability for any person's/merchant's failure to honor the Card.

**JOINT SIGNERS** - If more than one signer is authorized to sign on the account(s) associated with the Card, each signer shall be jointly and severally responsible for the performance of your obligations under the

terms and conditions of that account agreement, including overdrafts caused by any signer.

*STOP PAYMENT* - You shall have no right to stop payment on a Sales Draft or similar transaction after having signed or otherwise authorized such Draft or transaction.

If you have authorized a recurring third party charge to the MasterMoney Card, you can cancel the charge by notifying the Credit Union in keeping with the Electronic Fund Transfer Services Initial Disclosure section in this brochure. In addition, contact the third party in writing to revoke the authorization, and provide a copy of your revocation letter to the Credit Union. It is recommended that the revocation letter be sent with a "return receipt" to have proof if a problem arises in the future.

*CHANGES TO THIS AGREEMENT* - The Credit Union may add to, change or delete the terms of this Agreement or terminate this Agreement at any time at its discretion subject to prior notification required by applicable law.

*ACCOUNT PROVISIONS* - The Card and its use shall be governed by this Agreement, any Checking Line Of Credit agreement and/or associated account agreement(s), any terms stated on the Card, and the *Electronic Fund Transfer Services Initial Disclosure* and other applicable provisions in this brochure, as presently in effect and as the same may be amended in the future by the Credit Union. All such documents are made part of this Agreement as if they were copied in the Agreement word for word and shall be construed to be consistent whenever possible. In the event of any conflict, this Agreement and disclosures given in connection with the issuance or Use of the Card shall control.

*VALIDITY/SEVERABILITY* - The validity, construction and enforcement of this Agreement and all matters arising out of the issuance and Use of the Card shall be governed by applicable laws of the State of Texas and the United States, all applicable policies which may be established by the Credit Union and its Board of Directors, and in addition for the MasterMoney Card, rules or regulations which may be established by MasterCard. If any portion of this Agreement is held to be invalid or unenforceable for any reason, the remainder shall not be affected hereby. Your signature and/or initials on the Card application and subsequent Use of the Card shall be considered your acknowledgment and agreement to all terms, conditions and obligations outlined herein.

*ADDITIONAL PROVISIONS* - The Credit Union does not warrant any merchandise or services purchased by you with the Card. All purchases and cash withdrawals are extended at the option of the merchant, the cash advancing financial institution or the non-proprietary ATM owner. The Credit Union is not responsible for the refusal by any merchant or financial institution to honor the Card.

*DOCUMENT IMAGING* - You acknowledge and agree that the Credit Union, at its option, may choose to create and retain electronic copies of your original Account records and any other records, and thereafter dispose of the originals. You further agree that electronically scanned or stored images of your Account records will have the same effect as the original records for all legal purposes.

*FOREIGN CURRENCY CONVERSION* - If you effect a transaction with your MasterCard card in a currency other than U.S. dollars, MasterCard International Incorporated will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an

adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

We will charge an International Transaction Fee as set forth in the Member Services Fee Schedules on all international transaction amounts, even if the transaction is charged in U.S. dollars.

**ATM Safety Precautions** - Exercise discretion when using an Automated Teller Machine 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.

## **PLEDGES/ASSIGNMENTS OF CHECKING AND SHARE ACCOUNTS AND CERTIFICATES OF DEPOSIT**

Any deposits held in your accounts, which exceed the amount securing loans at the Credit Union, may be pledged or assigned to any party provided you obtain prior approval from the Credit Union. A certificate account is not negotiable or transferable.

## **CONTRACTUAL LIEN AND RIGHT OF SETOFF**

In addition to any lien we have as a matter of law, you grant us a contractual lien and right of setoff on all shares, deposits, 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 which you owe to us, which lien secures repayment of any such loan or obligation to the extent not prohibited under the Truth-In-Lending Act. You agree that, if any such account is a joint account, the entire amount in such account shall be subject to our lien and right of setoff and shall secure the indebtedness of each joint owner owing to us. You agree that we may exercise our lien and right of setoff and apply the entire amount in any such account against the indebtedness of any joint owner owing to us notwithstanding the interest of any other joint owner in the account, and without notice. You agree to hold us harmless for expenses and costs, including attorneys' fees, which we may incur in enforcing our right to exercise our lien and right of setoff against the indebtedness of any one or more joint owners. You agree that we will not be liable for dishonoring checks or other items where the exercise of our lien or any right of setoff which may exist results in there being insufficient funds in the account to honor such items. If we elect not to enforce our lien or right of setoff at any time, we do not waive our right to enforce that lien or right of setoff on subsequent occasions. The lien and right of setoff secures all direct and indirect indebtedness which you may owe to us whether as a borrower, co-signer, guarantor or otherwise. You agree that, with regard to any indebtedness owing to us secured by your principal residence, our lien shall not 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 shall be void. Pursuant to State Law, Social Security and SSI funds received by you and deposited to your share or checking account, are considered your

general deposits, the same as any other funds and are subject to being charged for the Credit Union's usual fees and charges, as authorized by this account agreement. The Social Security and SSI funds which are received as an ACH or wire transfer, but are not yet deposited into the account may also be charged fees and are subject to right of offset and statutory lien.

## **TRANSFER WITHOUT ENDORSEMENT**

A check drawn naming as payee a member of the Credit Union may not require endorsement if the funds are deposited into an account on which that person is named. This rule applies where checks are payable to a person on an account even though the name of that person on the records of the Credit Union might differ incidentally from the person named as payee on the check. Should the Credit Union receive unendorsed items, the Credit Union is not required to endorse the item and may deposit the item to the benefit of the holder/payee at the Credit Union's discretion.

## **INACTIVE, DORMANT OR ABANDONED ACCOUNTS**

We are required by law to preserve an account or a safe deposit box 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 the Credit Union), and you have not communicated with us. Under Texas law, share and deposit accounts of Texas residents are presumed abandoned if (a) the account has been inactive for at least three years from the date of your last transaction on the account or your last correspondence with us, and (b) we are unable to locate you. Safe deposit boxes are considered inactive if the rental on the box is delinquent. A safe deposit box is presumed abandoned if (a) the safe deposit box has been inactive for at least three years from the date that rental was last due but unpaid, and (b) we are unable to locate you. If an account or safe deposit box is presumed abandoned, the State of Texas requires the Credit Union to send funds on deposit or the actual contents of the safe deposit box to the Comptroller of Public Accounts. We must also abide by the state dormancy laws of the residence state of all non-Texas resident members, which could be more or less than the three year period. We want to maintain an active account relationship with you at all times, and you should always keep a current address on your accounts. You may keep your accounts active by making regular deposits or withdrawals. You may keep your safe deposit box active by making your annual rental payment.

## **CHECKING ACCOUNT**

The following terms and conditions apply to a checking account:

- a. Only checks and other methods approved by the Credit Union may be used to withdraw funds from a checking account, or to access any overdraft protection account or Checking Line Of Credit.
- b. The Credit Union is under no obligation to pay a check on which the date is more than six months old or which exceeds the balance on deposit in the checking account plus available funds from overdraft protection accounts (FRB Regulation D limits apply to share accounts designated for overdraft protection); the Credit Union may, however, at its own discretion, pay any check drawn against your account dated more than six months old and is under no obligation to inform any party on the account of our intention to do so.
- c. Except for losses caused by the Credit Union's failure to exercise ordinary care or its failure to act in good faith, the Credit Union is not liable for any action it takes regarding the payment or non-payment of items, the collection of items, the deposit of items, other withdrawals, or advances or credit in satisfaction of overdrafts.
- d. All non-cash payments received for deposit in or credit to a checking account may be credited subject to final payment thereof.

- e. The terms of the checking account is subject to change in accordance with the fee schedule adopted by the Credit Union from time to time.
- f. The use of a checking account is subject to all applicable state and federal laws and to such other terms, conditions and requirements as the Credit Union may establish from time to time.
- g. No life insurance coverage is provided for sums on deposit in a checking account.
- h. The Credit Union has a right to charge a fee for return items.
- i. Checks drawn against your account will not be returned to you. You may request a copy of a check or checks, but such requests are subject to the Credit Union's service fees. The Credit Union will provide you a statement on a monthly basis which will provide information concerning checks you write against your account. It is your responsibility to reconcile this statement against your check carbons and other debits to the account and notify the Credit Union of any discrepancies. You agree that checks are deemed to be "made available" to you by our providing this statement and your ability to request copies of those checks.
- j. The Credit Union may charge against your account a check otherwise properly payable from the account, even though payment is made before the date of the check, unless any party or joint party on this account has given notice to the Credit Union of the postdating. Notification must be given either in writing or orally to the Credit Union in such time and with sufficient description of the postdated check to allow the Credit Union reasonable time to act on it. If notification is provided orally, it must be followed up in writing to the Credit Union and signed by a party on the account within 14 days, or such notification will be rendered null and void. The notification is valid for a period of six months unless the Credit Union is notified in writing by a party on the account requesting an extension. Otherwise, you agree that we will not have any duty to discover or comply with postdated, incomplete or conditional items.
- k. Any party authorized to sign on an account guarantees the signature of the other to endorse checks for deposit if they are payable to any party. These rights exist irrespective of who contributed funds to the account. Similarly, the Credit Union may enforce liability for checks drawn on non-sufficient funds, uncollected funds or against a closed account against any party to the account individually. Notice provided by the Credit Union to any party is notice to all.
- l. This account can be closed by either you or the Credit Union at any time, for any reason whatsoever, by notice in writing. A convenience signer cannot close the account. Such closure will not release you from any fees or other obligations incurred before the closure, those you incur in the process of closing your checking account, or from your liability on outstanding items. All parties are jointly responsible and agree to hold the Credit Union harmless for any return item which results from closing the account, or the transfer or withdrawal of such funds.
- m. You agree that the Credit Union will not have any duty to discover or comply with incomplete or conditional items and that it may disregard any information on any check or draft other than the amount of the item, any magnetic encoded information and a signature of the drawer.
- n. If you voluntarily provide your account number, check number, and/or any other information regarding your account to a third party,



either verbally or in writing (transactions governed by the Electronic Fund Transfer Act must be authorized in writing), the Credit Union may charge against your account any check, draft or other instrument presented for payment resulting from your providing such information even if that transaction is not otherwise properly authorized.

- o. The Credit Union reserves the right to waive the enforcement of any of the terms of this agreement with you with respect to any transaction or series of transactions. Any such waiver will not affect the right of the Credit Union to enforce any of its terms and conditions with respect to other account holders or members of this Credit Union, or to enforce any of its provisions with respect to subsequent transactions with you.

*Non-Sufficient Funds:* If any item is presented for payment for which sufficient funds are not available, a fee may be imposed either if the item is returned non-sufficient funds (NSF), Uncollected Funds (EOD UNF Fee), or if it is paid and causes a negative balance in your account.

*Overdraft 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 (including Credit Union service fees). We are under no obligation to pay any item the amount of which exceeds the balance of the account upon which that item was drawn. 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 immediately pay us the amount by which the account is overdrawn together with any fees which we may assess. You also authorize us to deduct any overdraft from your next deposit (including a direct deposit of social security or other government benefits), to withhold or to transfer funds from any other account, not including an IRA account, to which you are party in amounts sufficient to cover any overdraft, or to use any other collection remedy available to us by law.

In the event you write a check or take any other action which 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 share account(s) and/or make an advance under your preapproved Checking Line Of Credit. Overdraft protection makes it possible for all authorized signers on a checking account to access funds in every account listed on the *Checking Overdraft Protection Agreement*. Transfers up to the available funds in the share and/or checking account(s), and/or advances from the Checking Line Of Credit up to the credit limit, will be made in increments of \$100.00 to the extent we deem sufficient to pay the item, together with any service charge we may impose. We will use our best efforts to transfer funds to your checking account from your designated overdraft protection account(s), or to make an advance under your preapproved Checking Line Of Credit, in the manner in which you have directed in your agreement. If sufficient funds are not available, or if the transaction would exceed the transfer limits from a share account imposed by FRB Regulation D, then any such item presented will be returned to the payee due to non-sufficient funds, and a fee will be charged to your account in such an amount 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 or parties to such account.

During any statement period you may not make more than six withdrawals or transfers from your 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 share account are counted against this limitation. If you exceed this limit, your Account may be subject to a fee or closure. Discretionary Overdraft Privilege may be rescinded.

*Discretionary Overdraft Privilege Policy* - GECU is not obligated to pay any item presented for payment. Further, if your account does not contain sufficient available funds, and any discretionary payment (or other negotiation or processing) by GECU of any non-sufficient funds check or checks (or other item), GECU is not obligated to pay any additional non-sufficient funds check or item or to provide prior notice of its decision to refuse to pay any additional non-sufficient funds check or item.

GECU shall consider, as a discretionary courtesy and not a right or obligation, approving reasonable overdrafts if your consumer account (primarily used for personal and household purposes) is maintained in good standing, which shall include, but is not limited to:

- A) Making regular deposits consistent with your past practices;
- B) Depositing an amount equal to the amount of discretionary overdraft privilege extended to you or more in your account within each thirty (30) day period and bringing your account balance to a positive balance within every thirty (30) day period;
- C) You are not in default on any loan or other obligation to GECU; and
- D) You are not subject to any legal or administrative order or levy.

At the discretion of GECU, the privilege for consumer checking accounts shall generally not exceed a \$300 maximum (negative) balance, including any and all applicable non-sufficient funds/overdraft fees as set forth under the Member Services Fees section of the Terms and Conditions. The fees and each paid check or item will be included in this limit.

All checks written by you are processed by GECU in sequential order only. Other transactions, such as ATM withdrawals, in-person withdrawals, debit card transactions, preauthorized automatic debits, telephone-initiated transfers or other electronic transfers will be processed in the order in which they are received. Please be aware that the order in which transactions are received and processed may affect the total amount of overdraft fees incurred by you.

GECU may charge more than one overdraft fee against your account per day, depending on the number of checks presented on, and other withdrawals made from, your account. Specifically, fees shall apply to overdrafts created by check, in-person withdrawals, ATM withdrawals or other electronic means as applicable. The total of the discretionary overdraft privilege (negative) balance, including any and all fees, including all non-sufficient funds/overdraft fees, is due and payable upon demand, and you and any party authorized to sign on this account will continue to be liable, jointly and severally, for all such amounts, as described in the *Terms and Conditions Disclosure*.

Again, approval of payment of reasonable overdrafts by GECU on accounts in good standing (as described above) is only a discretionary courtesy, and not a right or obligation, is within GECU's sole and absolute discretion, and can cease at any time without prior notice, reason or cause.

GECU offers the discretionary overdraft privilege service as a convenience to members for incidental overdrafts. We do not encourage you to repeatedly overdraw your account. We encourage you to manage your finances responsibly. You may opt-out of the discretionary overdraft

privilege service at any time by notifying GECU verbally or in writing. GECU may require that any verbal opt-out be confirmed in writing. You understand that by opting-out of this service, GECU may refuse to pay any check or item that is presented against an insufficient balance on your account and you will be responsible for any non-sufficient funds/returned item fees. You are still responsible to pay any overdraft even if you have opted-out of the service. To request removal of this optional service from your checking account call SmartCall at 915-778-9221 or toll free at 1-800-772-GECU.

*Payment of overdrafts for ATM and everyday debit card transactions (Regulation E - Effective July 1, 2010 for new accounts and Effective August 15, 2010 for existing accounts)* - We do not authorize and pay overdrafts for ATM and everyday debit card transactions unless you ask us to. ATM and one-time card transactions require member opt-in using the methods we require in order for the Credit Union to exercise its discretion under this provision to pay these particular transaction types. Further, any owner may make requests for services or make elections relating to any multiple party account; and such requests or elections shall be binding upon all owners. If you want us to authorize and pay overdrafts on ATM and everyday transactions, call SmartCall at 915-778-9221 or toll free at 1-800-772-GECU.

You may revoke your consent for the payment of overdrafts on ATM and debit card transactions at any time by notifying us. We will discontinue the payment of such overdrafts as soon as possible after receiving notice of your revocation.

The management of your account to avoid overdrawing the available balance(s) is the best way to avoid the costs associated with overdrafts. The following table compares costs of overdrawing your account using the various options available to members of the Credit Union. This information is being supplied to assist you in understanding the costs associated with our Discretionary Overdraft Privilege Policy and to understand other options may be available to you.\*

	Automatic Transfer from Share Account	Checking Line of Credit	Discretionary Overdraft Privilege
Transaction Fee	\$0	\$0	\$29.50
Interest	\$0	\$1.33**	\$0
NSF Fee	\$0	\$0	\$0
Over Limit Fee	\$0	\$0	\$0

\*The line of credit option is not available to all members. Members must qualify for the line of credit. Normal credit underwriting standards for the line of credit product are used in determining the availability of this option for members and an application is needed if you determine you would like to use this option.

\*\*The interest paid will vary according to the balance utilized on the line of credit. The Annual Percentage Rate (APR) for the Overdraft Protection Line of Credit is 16% and is subject to change. The amount shown as interest in the table is based on the assumption you have an outstanding balance of \$100.00 for a 30-day period using the APR indicated in this description. Your actual interest charge will vary based on the actual outstanding balance you have during each billing cycle.

*Checkbook Missing:* Please contact us immediately if your checks are lost or stolen. We will place a "warning" status on your account and order a new supply of checks, or if necessary, close the account and, upon Credit Union approval, open a new account.

**Stop Payment:** You may stop payment of items drawn on your account. You agree to hold us harmless from any claim, loss, damage or expense incurred, including attorneys' fees, by virtue of our refusing payment of any item on which you have stopped payment, as well as for payment of any item after your stop payment order has expired. A stop payment order will be effective for six months and may be renewed upon a request made in writing to us unless the Automated Clearing House (ACH) item is subject to the conditions stated in Regulation E. A stop payment order, renewal or revocation shall not be effective until we have had a reasonable opportunity to act on any such order, renewal or revocation. A stop payment order must state the precise amount, date, check number, name of payee and any other information that we may reasonably require. If that information is not provided, we will not be responsible if we are unable to stop payment. If the order is made orally, it will only be binding for 14 calendar days after which it must be renewed in writing. Any stop payment order, renewal or revocation may incur a fee as set forth in the *Member Services Fee Schedule*.

You agree that we may honor a stop payment order, renewal or revocation if made by the person who signed the check to be stopped or any other person who has signed the agreement 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. You may not stop payment of cashier's checks or Credit Union checks issued by us at your request. If an item is inadvertently paid over a valid stop payment order, due to our failure to exercise ordinary care, we will be liable to you for any loss you suffer as a result. You agree 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 we will not be liable for any consequential damages. If we do re-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.

In the event that you instruct us to stop payment of certain preauthorized debits, you acknowledge and agree that, at our option, we may stop payment of all preauthorized debits from your account if we deem that action necessary to ensure that your stop payment order will be effective. You also acknowledge and agree that we will not be liable for our failure to stop payment of future preauthorized debits, notwithstanding your stop payment order, if our failure is caused in whole or in part by the actions of the payee. For additional information concerning your right to stop payment of preauthorized electronic fund transfers, please refer to the *Electronic Fund Transfer Services Initial Disclosure* section in this brochure.

**Reordering Checks:** Each order of checks will include a convenient reorder form. The form contains all the pertinent information necessary to process your reorder. Check the quantity desired and cover choice (if needed) and return the form to us. The cost of the printed checks will be deducted from your checking account after you have ordered your new checks. Be sure to enter this amount in your register immediately and deduct it from your balance.

**Checking Account Statement:** Each month a statement of account will be generated and delivered to the most current mailing address (or e-mail address if you have elected electronic statements) we have on record for your account. If we are aware the address on record is not accurate, we will generate the statement of account, but it will be retained by the Credit Union until requested by an authorized signer for the account.

Your statement of account will contain important information about your checking account. You must report any problem or error with an account statement within 60 days after the statement is sent to you, or we will not be liable for any such problem or error including any forged, unauthorized or missing signature or endorsement, any material alteration, any missing or diverted deposit, or any other error or discrepancy.

Special provisions may apply if errors or discrepancies in your statement involve your line of credit or any electronic fund transfer. Refer to your loan documents and/or the *Electronic Fund Transfer Services Initial Disclosure* section in this brochure.

**CONTACT US IF YOU DO NOT RECEIVE YOUR STATEMENT!**

**IT IS YOUR RESPONSIBILITY TO IMMEDIATELY NOTIFY US IF YOUR REGULARLY SCHEDULED STATEMENT OF ACCOUNT IS NOT RECEIVED WITHIN 15 DAYS OF THE END OF ITS STATEMENT CYCLE. FAILURE TO NOTIFY US OF NON-RECEIPT OF A SCHEDULED STATEMENT OF ACCOUNT MAY RESULT IN LIMITATION OR LOSS OF RECOURSE BY YOU SHOULD A PROBLEM BE DISCOVERED AT A LATER DATE.**

### **RESEARCH, LEGAL PROCESS AND ADVERSE CLAIMS**

To the extent not prohibited by applicable law, you will be charged for research, reproduction and production of documents for our compliance with subpoenas, administrative orders, summonses, court orders, levies, garnishments, attachments or other legal processes and any other expenses incurred by us in connection with our compliance, including but not limited to attorneys' fees.

In the event any action, including administrative proceedings, garnishment, tax levies, restraining orders or other action is brought against you or your account, you agree to protect us from any liability or expense which may result from the action. The Credit Union is not liable for any loss as a result of your negligence or that of another financial institution. If we suspect that fraudulent misconduct is or has taken place with respect to any account, or if we are notified that a party to an account has died or is incompetent to manage his or her affairs, or if 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, or if there are competing claims to funds on deposit, or if 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 attorneys' fees or costs expended in connection with the foregoing, and you authorize us to withdraw any such fees or costs from accounts you maintain with us. Further, in the event that we file suit to enforce this Agreement or any right we may have in any account, or in the event that any action is brought in connection with any such account, we shall be entitled to recover reasonable attorneys' fees and costs expended in connection with any such proceeding. We have the right to pay any money from your account that is due or required by law even if it results in an overdraft or reduces your account to the point where we return one or more items for non-sufficient funds. Garnishments against any joint party or combination thereof on a joint account are subject to the Credit Union's right of setoff and security interest. We are not responsible for payment or non-payment of any item following termination of any

account; however, you agree to pay us for items you wrote or authorized and which were processed after the account was closed.

In the event an “automatic stay” is in effect as a result of bankruptcy or other legal proceeding, you agree that GECU will not be liable if we continue processing any automatic loan payments you have authorized until we have been notified in writing, at which time, payments will cease. Voluntary automatic payments may be reinstated upon written authorization by you, your attorney, or the bankruptcy court.

If a check that has been deposited to your account, or cashed by you on the basis of your agreement with the Credit Union, is returned based on breach of a transfer warranty, presentment warranty or otherwise, you agree that the Credit Union may charge back the amount of the item to your account.

## **DOCUMENT IMAGING**

You acknowledge and agree that the Credit Union, at its option, may choose to create and retain electronic copies of your original Account records and any other records, and thereafter dispose of the originals. You further agree that electronically scanned or stored images of Account records will have the same effect as the original records.

## **POWER OF ATTORNEY**

You agree that we shall be under no obligation to recognize and honor any Power of Attorney that authorizes someone to deal with your account on your behalf. Transactions involving custodial Accounts, such as withdrawals, deposits, and investment changes, may be made by an agent duly authorized pursuant to a durable power of attorney legally enforceable under applicable law if such power of attorney authorizes such transactions, except that we will not accept the use of power of attorney to affect changes to any beneficiary designations.

## **FACSIMILE TRANSMISSION**

You agree that we may conduct transactions by electronic means and any document transmitted by facsimile machine shall be fully binding and enforceable and have effect of an original for all legal purposes. You agree that a facsimile transmission of your original signature shall constitute your original signature for all legal purposes. Further, you agree that the Credit Union’s receipt of a facsimile transmission of an executed promissory note shall constitute delivery of the note under the Texas Business and Commerce Code. You agree to mail or otherwise deliver to the Credit Union any executive original loan document in not more than two days after you have transmitted the document by facsimile. You further agree that your failure to mail or deliver the executed original loan document to the Credit Union as provided herein shall constitute a default under the applicable loan agreement or, if the loan has not yet been funded shall release the Credit Union of its obligation to fund the loan.

## **RESTRICTIONS OR TERMINATION OF CREDIT UNION SERVICES**

If any member causes a loss, or makes known his intent to cause a loss, to the Credit Union, misrepresents him/herself by making false or misleading statements in any credit application or personal information requested by the Credit Union, or is abusive in conduct with regard to employees or property of the Credit Union, the Credit Union reserves the right to limit, restrict or terminate services or membership benefits and privileges up to, and including, expulsion of the member from the Credit Union. This same right will be enforced if any conduct by the member places the Credit Union’s employees, funds or property in jeopardy and/or is in violation of the Credit Union’s *Member Conduct Policy* regarding unacceptable member conduct.

The Credit Union may close an account at any time and disburse funds on deposit in any such account to the owners of the account or in satisfaction of any obligation owing to us, in any manner we deem appropriate, if 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.

## **IMPORTANT INFORMATION ABOUT OPENING NEW ACCOUNTS**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

*WHAT THIS MEANS FOR YOU* - When you open an account, we will ask your name, address, date of birth, and other information that will allow us to identify you. We will also ask to see your driver's license or other identifying information.

## **CREDIT AND EMPLOYMENT HISTORY**

You authorize the credit union to check your credit and employment history, to request and review your credit report both now and in the future in order to consider you for account services and future credit union offers, and to answer questions about its credit experience with you.

You also authorize us to request and use credit reports when considering any application to open an Account or any application for related financial services. The Credit Union has the right to report information about your account and/or the closing thereof to any consumer reporting agency or to anyone you give our name and address to as a reference. 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 GECU, Attn: SmartCall, P.O. Box 20998, El Paso, TX 79998. Include your name, address, home 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.

## **GOVERNING LAW**

This agreement shall be governed by the Texas Credit Union Act, applicable Rules and Regulations of the National Credit Union Administration, the Credit Union's Bylaws, policies and procedures as amended from time to time, and, solely to the extent not preempted by federal laws and/or the laws of the State of Texas. You acquiesce and submit to personal jurisdiction in the State of Texas. Venue is proper in El Paso County, Texas.

## **FUNDS AVAILABILITY POLICY**

*The term "transaction Accounts" includes all checking accounts. Other accounts such as share accounts and Share Certificate accounts are not covered by this policy. We may delay the availability of funds deposited into non-transaction accounts and foreign check items drawn in U.S. or foreign currency for longer periods. Please ask an employee if you should have a question about the availability of funds deposited into any of your Accounts.*

The Expedited Funds Availability Act and FRB Regulation CC require all financial institutions to make funds deposited into transaction accounts

available for withdrawal within specified time periods and to disclose their Funds Availability Policies to their depositors.

In most cases, our policy is to make funds from your deposits available to you at the time we receive your deposit. Electronic direct deposits will be available on the settlement date unless otherwise dictated by governing regulations. At that time, you can withdraw the funds in cash and/or we will use the funds to pay checks that you have written or for withdrawals already made against the account, such as from an ATM or through SmartLine.

If you leave a deposit in the night depository after 2:00 pm Monday through Friday, we will consider the deposit made on the next business day. Deposits left after 10:00 am Saturday will be posted the following Monday or next business day.

Deposits left at a GECU ATM Monday through Friday after 2:00 pm will be posted the next business day. Those left after 10:00 am on Saturday, or at any time on Sunday or a holiday will be posted the following Monday or next business day.

For determining the availability of your deposits, every day is a business day except Saturdays, Sundays and federal holidays.

*Longer Delays May Apply:* In some cases, we will not make all funds you deposit by check available to you at the time of your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. However, normally at least the first \$200.00 will be available to you the first business day following the business day you make the deposit.

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

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

- we have reason to believe a check you deposit will not be paid;
- you are a new member and the special new account rules apply during the first 30 days your account is open;
- 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, on six or more business days, in the last six months;
- there is an emergency, while not inclusive, such as failure of communications or computer equipment.

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

*Special Rules For New Accounts:* If you are a new member, or if you do not currently have a GECU account or have not had one within the past 30 calendar days, the following special rules will apply during the first 30 days your account is open:



- Funds from cash, wire transfers and electronic direct deposits will be available on the settlement date unless otherwise dictated by governing regulations.
- The first \$5,000 of a day's total deposits of United States Postal Service money orders and U.S. Treasury, Federal Reserve Bank, Federal Home Loan Bank, cashier's, certified, teller's, travelers and state and local government checks will be available immediately if the deposit meets certain conditions. For example, the items must be payable to you and deposited into your account. If your deposits of these checks (other than U.S. Treasury checks) 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. The excess over \$5,000 will be available on the sixth business day after the day of your deposit if originated from a local financial institution; the excess from all others will be available on the ninth business day after the day of your deposit.
- Funds from all other check deposits will be available on the fifteenth business day after the day of your deposit.

*Foreign Checks:* Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn. A foreign check, mistakenly accepted as U.S. currency for deposit, will not obligate the credit union for immediate credit.

*Endorsement Standards:* You may not place an endorsement, other writing or marking on a check in the area reserved for our endorsement as prescribed in FRB Regulation CC. You understand that the trailing edge of a check is defined as the left side of the check looking at it from the front, and that 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. If you place any endorsement, other writing or marking outside of the area reserved for the payee's endorsement, you agree to hold us harmless from any loss or liability arising out of the return of the check, or any delay in forwarding or returning the check caused by any such misplaced endorsement, writing or marking.

## **UNLAWFUL INTERNET GAMBLING NOTICE**

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

## **IMPORTANT INFORMATION ABOUT Check Clearing for the 21st Century Act (Check 21)**

### **What is Check 21?**

Check 21 (*short for the Check Clearing for the 21st Century Act*) is the law that took effect on October 28, 2004. It requires all financial institutions to accept substitute checks as the legal equivalent of an original check.

### **What will it mean to you?**

The goal of this law is to "improve the efficiencies of the nation's payment systems." This law will affect you – it affects check writers around the country, which is why it's so important you read this information. This notice describes rights you have when you receive

substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account.

### **Why do our nation's payment systems need improving?**

After you write a check, it physically travels between many financial institutions by truck or plane before it's finally cleared from your account. This costs time and money.

### **The benefits of Check 21.**

Check 21 eliminates the need to transport your original check because it allows printed copies of a digital image of your original check, also known as a substitute check, to be legally accepted. That means financial institutions can now make a digital copy of your check and electronically send it between financial institutions, saving time and money.

### **What is a substitute check?**

A substitute check is a digitized image of an original check. Substitute checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

### **Are all financial institutions required to electronically transfer checks?**

No, but many will do so now that the law is in effect. That means checks will be processed faster. If you're used to having a few days between the day you write your check and the day the check clears your account, keep in mind that could be reduced. Your check could now clear almost instantly.

### **Will GECU transfer checks electronically?**

Not for the time being, but you may be affected because other financial institutions will, which means we may start receiving substitute checks in place of original checks over the next few months. If the financial institution converts your check to a digital image, they will send the legally acceptable substitute check in its place.

Although we don't send original checks to members in their monthly statements, you may be impacted when you request a copy of a cancelled check. If the original check wasn't sent to GECU, we will have a substitute check in its place.

### **What are my rights regarding substitute checks?**

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

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

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

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

### **How Do I Make a Claim for a Refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by telephone at (915)778-9221 or (800) 772-4328 USA or write us at P.O. Box 20998, El Paso, TX 79998-0998. You must contact us within 60 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

### **COMPLAINT NOTICE**

If you have a problem with the services provided by this credit union, please contact us at:

(GECU) Credit Union,  
P.O. BOX 20998  
El Paso, TX 79998-0998,  
915-778-9921 or Toll Free 1-800-772-4328

The credit union is incorporated under the laws of the State of Texas and under the state law is subject to regulatory oversight by the Texas Credit Union Department. If any dispute is not resolved to your satisfaction, you may file a complaint against the credit union by contacting the Texas Credit Union Department through one of the means shown below:

By U.S. Mail:  
914 East Anderson Lane  
Austin, Texas 78752-1699

Telephone Number: (512) 837-9236

Website: [www.cud.texas.gov](http://www.cud.texas.gov)

## MEMBER SERVICES FEE SCHEDULE

### Share/Savings Accounts

First four withdrawals per month .....	NO CHARGE*
Transaction fee for additional withdrawals .....	\$3.00 each
Transfers between accounts	
SmartCall operator assisted transfers (unless making a payment) .....	\$3.00 each
SmartLine, SmartBranch and ATM transfers .....	NO CHARGE
Account Closing (if closed within 6 months of opening) .....	\$20.00

\*First four withdrawals are for over-the-counter requests only.

GECU does not charge a fee for automated transactions.

### Checking Accounts:

Account Maintenance .....	NO CHARGE
Activity Charge .....	NO CHARGE
Average Daily Balance to Earn Interest (at the end of your monthly statement cycle) .....	\$2,500 or more
Overdraft Protection Transfers .....	NO CHARGE
Stop Payment .....	\$29.50 each
Non-Sufficient Funds Charge (NSF)/Uncollected Funds Fee (EOD UNF FEE) (including Overdraft Privilege) .....	\$29.50 per occurrence
Account History over-the-counter or through SmartCall .....	\$5.00 per account
Transfer between accounts	
SmartCall operator assisted transfers .....	\$5.00 per transfer
Account History using SmartBranch .....	NO CHARGE
Check Copy (first two free per statement) .....	\$2.00 per check or \$20.00 per hour whichever is less
Mailed Checking Account Statement .....	\$1.00 per statement
Checking Account Statement Copy .....	\$5.00 per statement
Exceed Credit Limit on Checking Line of Credit .....	\$27.50 per occurrence
Check Order .....	Rates vary
Temporary Checks .....	\$5.00 for 8 checks
Account Closing (if closed within 6 months of opening) .....	\$20.00

### Money Market Accounts:

Account Maintenance	
Average Daily Balances of \$2,500 and over .....	NO CHARGE
Average Daily Balances below \$2,500 .....	\$10.00 per month
Withdrawals	
Maximum of six withdrawals .....	NO CHARGE
Mailed Money Market Account Statements .....	\$1.00 per statement

### GECU ATM/MasterMoney Cards:

Annual Card Renewal .....	NO CHARGE
Card Replacement Fee .....	\$5.00
Monetary Transactions at GECU ATMs .....	NO CHARGE
ATM Service Charge:	
Transactions at Non-GECU ATMs .....	\$1.00 per transaction*
Denied Transactions:	
at GECU ATMs .....	NO CHARGE
at Non-GECU ATMs .....	\$1.00 per attempt*
Point-of-Sale Transactions (POS) .....	NO CHARGE
Non-Sufficient Funds Charge (NSF) .....	\$29.50 each transaction
ATM Balance Inquiry .....	NO CHARGE
International Transaction Fee .....	1% of transaction amount

\*Plus any machine usage fee charged by the owner of the ATM; this fee will be disclosed at the time of the transaction.

### Account Information:

Calls to SmartLine .....	NO CHARGE
Excess Inquiry Fee:	
Telephone inquiries for information available through SmartLine .....	1 at no charge per month per account, thereafter \$3.00 per call

**Miscellaneous:**

Electronic Cash Management (ECM) Fee (consumer transactions).....	\$5.00
GECU Cashier's Checks .....	\$2.00 each
Declaration of Loss on GECU Cashier's Checks .....	\$25.00 each
Money Orders .....	\$2.00 each
American Express® Travelers Checks:	
Single Signature checks .....	1% of purchase
Two Signature checks .....	1.5% of purchase
Return Check Charge (check returned unpaid) .....	\$15.00 per check
Share or CD Account Statement Copy .....	\$5.00 per account
Share or CD Account History Copy over-the-counter or through SmartCall .....	\$5.00 per account
Research Fee .....	\$20.00 per hour
Notary of Acknowledgement .....	\$6.00 for first signature; \$1.00 for each additional signature on same document
Jurat .....	\$6.00 per signature, including oath or affirmation
Certified Copies .....	\$6.00 per certificate
All Other Notarial Acts .....	\$6.00 each
Copies of Notarial Records .....	50¢ per photocopy page
Notary Services for Non-Member .....	No longer available
Loan Documentary Fee .....	\$35.00
Letters: Payoff, Payoff Confirmation, Home Equity Confirmation, Home Improvement Confirmation .....	\$5.00
Travel or Balance Letter .....	\$2.00
Wire Transfers	
Domestic	
(Outgoing) .....	\$15.00
International .....	\$25.00 each
Signature Guarantee .....	\$5.00
Coin Count .....	8% of total, no minimum; free for Youth Accounts
Western Union Commercial Money Orders (CMOs):	
via Southwest Corp. FCU (before 3:30 p.m., Mon – Fri) ..	\$12.50
via Western Union (3:30 p.m. – 5:00 p.m., Mon – Fri; 9:00 a.m. – 12:00 noon, Sat) .....	Based on amount
VIGO (Western Union) IRnet Wires:	
\$10 Minimum .....	(Based on country and receiving institution)
FAX Service:	
In-town .....	\$5.00 flat fee
Out-of-town (1 <sup>st</sup> page) .....	\$5.00
Additional pages .....	50¢ each page
eMail Service .....	\$5.00 flat fee
Safe Deposit Boxes (Located at Viscount Office only)	
Set-up .....	\$10.00
NSF for Late Automatic Payment .....	\$27.50 per occurrence
3" x 5" x 22" .....	\$18.00 per year
3" x 10" x 22" .....	\$30.00 per year
5" x 10" x 22" .....	\$48.00 per year
10" x 10" x 22" .....	\$84.00 per year
Stop Payment Fee .....	\$25.00 per occurrence

The Credit Union reserves the right to change the Member Services Fee Schedule at any time subject to advance notice as may be required by applicable law.

## CERTIFICATE OF INSURANCE FOR THE MEMBERS OF GECU

### Credit Union Savings – Life Insurance Decreasing Term

We have issued a CMFG Life Insurance Company to your Credit union.

You are the MEMBER of the Credit Union who holds this Certificate.

**THIS CERTIFICATE IS A SUMMARY** of the Key Terms of the Group Policy. In the event of a contest, the actual terms of the Group Policy will prevail. For more details, you may inspect the Group Policy at the Credit Union during their business hours.

**DO YOU QUALIFY FOR THIS INSURANCE** – Members qualify for insurance under the Group Policy subject to the following rules:

1. **You qualify for insurance on a deposit** if you are at work on the date you make the deposit. If you are not at work on that date, you will qualify for insurance on the deposit on the date you return to work.

**“At work” means** you are actively working for pay at your job 20 hours a week or more. If you are off work solely because you are on vacation, layoff or other lack of work, or due to a temporary minor illness or injury, you will be considered “at work.”

**If you are not at work** on the date you make a deposit, you qualify for insurance on the deposit subject to the following **PRE-EXISTING CONDITION LIMITATION**. We won't pay a benefit for the deposit if your death results from an illness or injury for which you received medical advice, consultation, or treatment within the 6 month period prior to the date you make the deposit. We won't apply this rule if: (a) you die 6 months or more after the date of the deposit, or (b) your savings balance is \$500 or less.

2. **You must be under age 70** on the date you make a deposit. Your insurance will also stop when you reach that age. If you misstate your age, your insurance, if any, will be determined by your correct age.
3. **You are not insured for more than \$2,000 in savings.** If the balance of your savings exceeds this amount, you are not insured for the excess. If you have savings in more than one account, the limit applies to the sum of your savings in all your accounts with the Credit Union.

**You are not insured for** any class of savings which has been excluded from coverage or which is not being reported for coverage by the Credit Union. Please see the Credit Union and the Group Policy for details on which savings are not covered.

**HERE ARE THE KEY TERMS OF THE GROUP POLICY:**

**Who Is Insured** - Insurance is on the member whose name appears first on the savings account. Second-named members are not insured. All members who qualify for insurance are included for coverage. You do not need to sign up for your insurance to start. For trust accounts, insurance is on the first-named beneficiary of the trust. However, if there is a written trust agreement on file with the Credit Union stating that the trustee is the true owner of the account, then the trustee is the insured person.

**Who Pays the Premium** - The Credit Union pays the Premium. You pay no direct charge to keep your insurance in force.

**Who Do We Pay** - If you die while you are insured under the Group Policy, we will pay the proceeds of your insurance to the Credit Union.

**Beneficiary** - You may name the person to whom you want the proceeds of your insurance paid. See the Credit Union for the form to file. If you do, the Credit Union will pay the proceeds to that person. If no name is on file, the proceeds will go to the same person who gets your savings.

**How Much Do We Pay** - The amount of your insurance is based on the insured balance of your savings on the date of your death and how old you were on that date as follows:

<b>If your age on that date was</b>	<b>The amount of your insurance is equal to</b>
0 – 6 months	25% of your insured savings Balance
6 months thru 54 years	100% of your insured savings Balance
55 years thru 59 years	75% of your insured savings Balance
60 years thru 64 years	50% of your insured savings Balance
65 years thru 69 years	25% of your insured savings Balance

Please note your insurance decreases as you grow older and stops altogether on your 70th birthday. The insured portion of your savings balance may not exceed \$2,000.

**How To File A Claim** - All claims are filed by the Credit Union. We need a copy of the death certificate as proof of claim.

**The Group Policy Can Be Changed** - The terms of the Group Policy can be changed without prior notice to you. No change, however, can take away any rights which arose prior to the time the change was made.

**The Group Policy Can Be Stopped** at any time by either CMFG Life Insurance Company or the Credit Union after prior notice is given, one to the other.

**Right to Convert** - If the Group Policy stops and insurance is not replaced by a new policy with similar coverage, or if you leave the Credit Union, you have the right to convert your insurance under the Group Policy to a permanent policy of your own. If you apply to us for your permanent policy within 31 days after your insurance under the Group Policy stops and pay the premium, we will issue a policy to you without evidence of your insurability for any amount not to exceed your insurance under the Group Policy. If you die during this period, we will pay a claim whether you applied for your permanent policy and paid the premium or not.

**You are not insured for the following specific classes of savings: IRAs, Share Draft Accounts, and Certificates of Deposit.**

**Your Credit Union has elected to make certain changes in the Group Policy. These changes are described below and are made a part of your Certificate of Insurance.**

All Insured savings deposited before April 1, 1973 which have remained continuously on deposit without interruption shall continue to be insured subject to: (a) the Table of Coverage shown below; and (b) a maximum insured Savings Limit of \$2,000 per member. Any such insured deposit which is withdrawn after March 31, 1973 shall no longer be insured under the terms of this Special Agreement. For determining coverage, withdrawals shall be on a last-in / first-out basis.

#### TABLE OF COVERAGE

<b>If his age on the date of an insured deposit was</b>	<b>The amount of his insurance is equal to</b>
0 – 6 months	25% of that insured deposit
6 months thru 54 years	100% of that insured deposit
55 years thru 59 years	75% of that insured deposit
60 years thru 64 years	50% of that insured deposit
65 years thru 69 years	25% of that insured deposit
70 years or older	0% of that insured deposit

For determining the amount of this insurance, the member's age on the date of deposit shall be his age on February 1, 1948 for \$1,000 and March 2, 1959 for \$2,000 or his age on the actual date of deposit, whichever date is later. The Savings Limit shall apply to the member's total deposits eligible for coverage under the terms of the Group Policy.

**MAIN OFFICE**  
7227 Viscount Blvd.

**AIRWAY DRIVE-THRU**  
1245 Airway Blvd.

**EAST OFFICES**  
10435 Vista Del Sol Dr.  
11987 Rojas Dr.  
3037 Trawood Drive (Drive-thru only)

**GECU Plus**  
12400 Montwood Dr.

**HORIZON OFFICE**  
14476 Horizon Blvd.

**NORTHEAST OFFICE**  
5625 Transmountain Rd.

**WEST OFFICES**  
5670 North Mesa St.  
1500 N. Resler Dr.

**YSLETA OFFICE**  
8936 Alameda Ave.

**DOWNTOWN OFFICE**  
700 E. San Antonio  
1st Floor

**SOCORRO OFFICE**  
10610 North Loop Dr.

**OPERATIONS CENTER**  
1225 Airway Blvd.

**MAILING ADDRESS**  
P.O. Box 20998  
El Paso, TX 79998-0998

**OFFICE HOURS**

9:30 a.m. - 5:00 p.m.	Monday-Thursday
9:30 a.m. - 6:00 p.m.	Friday
9:00 a.m. - 12:00 noon	Saturday

**DOWNTOWN OFFICE HOURS**

9:30 a.m. - 5:00 p.m.	Monday-Thursday
9:30 a.m. - 5:30 p.m.	Friday
Closed Saturday	

**DRIVE-IN HOURS**

7:30 a.m. - 6:30 p.m.	Monday-Friday
8:30 a.m. - 12:30 p.m.	Saturday

Federally Insured  
by NCUA



AMERICA'S  
CREDIT UNIONS™