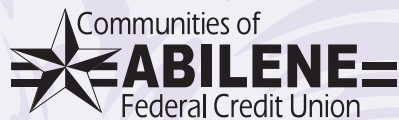


# IMPORTANT ACCOUNT INFORMATION FOR OUR MEMBERS

PRIVACY  
TERMS AND CONDITIONS  
ELECTRONIC TRANSFERS  
FUNDS AVAILABILITY  
TRUTH IN SAVINGS



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ABILENE, TEXAS 79603

341 Ave C  
Dyess AFB

325-691-2300  
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PRIVACY PRIVACY PRIVACY

## PRIVACY POLICY STATEMENT

Our credit union is committed to making available financial products and services that will enable you to meet your financial needs and reach your financial goals. Protecting personal information and using it in a manner consistent with your expectations is a high priority for everyone associated with our credit union.

As a member of our credit union, you also have a responsibility to safeguard your financial information. To ensure that you can rely upon the quality of products and services we make available, our credit union stands behind the following privacy policy:

It is the policy of our credit union to respect the privacy of our members and to protect the security and confidentiality of our members' nonpublic personal information. Our credit union will collect only the personal information that is necessary to conduct your business. That means just what is necessary to provide competitive financial products and services-no more.

It is the practice and procedure of our credit union to give information on member accounts only to the primary and joint account owners, unless written permission is given otherwise. This practice and procedure is the same and continues for those who cease to be members.

Our credit union will protect your personal information. Our credit union will maintain strong security controls to ensure that member information in our files and computers is protected. Where appropriate, we will use security coding techniques to protect against unauthorized access to personal records, ensure accuracy and integrity of communications and transactions and protect member confidentiality.

It is the practice and procedure of our credit union to obtain only nonpublic personal information from our members necessary to open an account or apply for a loan. Examples in this regard are information provided on membership applications and / or credit applications.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

You will have access to your information. As a member of our credit union, you will have the opportunity to review your information and make necessary changes to ensure that our records are complete and accurate.

It is the practice and procedure of our credit union to only disclose nonpublic personal information to nonaffiliated third parties who are necessary to the services we provide. We fully expect the service providers we contract with to also use strict confidentiality. We do not disclose any non-public personal information about our members and former members to anyone, except as permitted by law.

Our credit union will only share information when absolutely necessary. We will only share information to administer the products and services we provide, when required to do so by the government.

## TERMS AND CONDITIONS OF YOUR ACCOUNT

**IMPORTANT ACCOUNT OPENING INFORMATION** - Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

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

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

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

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

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

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. This liability may also be taken immediately from any other accounts held with us belonging to owners of this account, regardless of membership boundaries. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next following business day that we are open.

**WITHDRAWALS** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the signature card may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person signing the signature card to indorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**SINGLE-PARTY ACCOUNT WITHOUT "P.O.D." (PAYABLE ON DEATH) DESIGNATION** - The party to the account owns the account. On the death of the party, ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

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

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

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

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

**CONVENIENCE ACCOUNT** - The parties to the account own the account. One or more convenience signers to the account may make account transactions for a party. A convenience signer does not own the account. On the death of the last surviving party, ownership of the account passes as a part of the last surviving party's estate under the last surviving party's will or by intestacy. The financial institution may pay funds in the account to a convenience signer before the financial institution receives notice of the death of the last surviving party. The payment to a convenience signer does not affect the parties' ownership of the account.

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

**BUSINESS ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the legal entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the legal entity.

**STOP PAYMENTS** - You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

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

**AMENDMENTS AND TERMINATION** - We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. At our option, we may suspend your rights to member services if you violate the terms of this agreement. You must keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you.

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

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

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

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

**DIRECT DEPOSITS** - If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior

notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If this option is selected, this is a temporary account agreement. Each person who signs in the space designated for signatures on the signature card (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**RIGHT TO REPAYMENT OF INDEBTEDNESS** - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien. Neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), (c) the debtor's right of withdrawal arises only in a representative capacity, or (d) the debt is created by a home equity loan. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

**RESTRICTIVE LEGENDS** - We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

**PAYMENT ORDER OF ITEMS** - The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay them according to the dollar amount. We pay the smallest items first. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Our payment policy minimizes the number of items that may result in an overdraft or NSF fee. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

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

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

**FACSIMILE SIGNATURES** - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose.

## NOTICE OF NEGATIVE INFORMATION

Federal law requires us to provide the following notice to members before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about members that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

**We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.**

## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully

because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

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

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

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to savings accounts.

**MAXX Telephone Transfers - types of transfers** - You may access your account by telephone 24 hours a day at 325-691-2301 or 1-800-231-3328 using your personal identification number, a touch tone phone, and your member numbers, to:

- transfer funds from share draft/checking to share/savings
- transfer funds from share/savings to share draft/checking
- transfer funds from Royal Stash, money market, Big Country Checking or America Saves to Royal Stash, money market, Big Country Checking or Holiday Club accounts **BUT NOT TO America Saves accounts**
- make payments from share draft/checking to loan accounts with us
- make payments from Primary Share/Savings, Royal Stash, money market and Big Country Checking to loan accounts with us
- make payments from share/savings to loan accounts with us
- get information about:
  - the account balance of share draft/checking accounts
  - the account balance of share/savings accounts

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to telephone transfers.

**ATM Transfers - Pulse, Cirrus, Co-op (Co-op Network ATMs are considered owned by us and should not incur a fee), and Visa Networks - types of transfers, dollar limitations, and charges** - You may access your account(s) by ATM using your ATM Card and personal identification number or Debit Card and personal identification number, to:

- make deposits to share draft/checking account(s) with an ATM or Debit card
- make deposits to share/savings account(s) with an ATM or Debit card
- get cash withdrawals from share draft/checking or share/savings account(s) with an ATM or Debit card
  - you may withdraw no more than \$500.00 combined total per business day
  - there is a charge of \$1.00 per withdrawal at ATMs we do not own or operate
- transfer funds from share/savings to share draft/checking account(s) with an ATM or Debit card
- transfer funds from share draft/checking to share/savings account(s) with an ATM or Debit card
- get information about:
  - the account balance of your share draft/checking or share/savings account(s)
    - with an ATM card
    - with a debit card
  - the account balance of your savings accounts
- all ATM fees are not refundable, even if ATMs we own or operate are not available

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

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to ATM transfers.

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

**Types of ATM Card Point-of-Sale Transactions** - You may access your share draft account(s) to purchase goods (in person), pay for services (in person), and do anything that a participating merchant will accept.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to debit card transactions.

**Currency Conversion.** When you use your Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

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

Please see your cardholder agreement for additional information relating to the use of your Visa® Debit Card.

**Computer Transfers - types of transfers** - You may access your account(s) by computer through the internet by logging onto our website at www.coafcu.org and using your password and your membership numbers, to:

- transfer funds from share draft/checking to share/savings
- transfer funds from share/savings to share draft/checking
- transfer funds from Royal Stash, money market, Big Country Checking or America Saves to Royal Stash, money market, Big Country Checking or Holiday Club accounts **BUT NOT TO America Saves accounts**
- transfer funds from share/savings, Royal Stash, money market, checking, Big Country Checking to other bank, credit union or investment accounts
- make payments from share draft/checking to loan account(s) with us
- make payments from share/savings to loan account(s) with us
- make payments from Royal Stash, money market, checking, Big Country Checking to a friend, relative or small business
- make payments from share draft/checking to third party through internet Bill Pay. (See fee sheet for fees and limitations.)
- get information about:
  - the account balance of share draft/checking account(s)
  - the account balance of share/savings account(s)

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to computer transfers.

**Limitations on frequency of transfers.** In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- During any withdrawals period for the account type, you may not make more than the account type limit on withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, or telephonic order or instruction, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.
- Transfers from a share/savings and Royal Stash accounts that exceed the six transactions limit per month may be subject to excessive withdrawal fees.
- Transfers from a Money Market account that exceed more than the three transactions limit per month may be subject to excessive withdrawal fees.
- Transfers from America Saves that exceed more than one transaction per year may be subject to excessive withdrawal fees.

### FEES

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

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

### DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 325-691-2300 or 1-800-535-2157 to find out whether or not the deposit has been made.
- **Periodic statements.**

You will get a monthly account statement from us for your share draft/checking accounts.

You will get a monthly account statement from us for your share/savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

### PREAUTHORIZED PAYMENTS

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

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

We will charge you the current listed fee for each stop-payment order you give.

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

### FINANCIAL INSTITUTION'S LIABILITY

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

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.

- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

### CONFIDENTIALITY

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the Privacy Disclosure contained elsewhere in this document.

### UNAUTHORIZED TRANSFERS

**(a) Consumer liability.**

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

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

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

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

• *Additional Limit on Liability for Debit Card.* Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Debit Card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by VISA®.

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

### ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

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

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

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

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

COMMUNITIES OF ABILENE FEDERAL CREDIT UNION  
ATM/EFT DEPARTMENT  
3661 NORTH 6TH STREET, P.O. BOX 631  
ABILENE, TEXAS 79603 ABILENE, TEXAS 79604  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Drive through service only available downtown Saturday  
Closed Saturday preceding Federal Holidays  
Phone: 325-691-2300 or 1-800-535-2157  
MORE DETAILED INFORMATION IS AVAILABLE  
ON REQUEST

### NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

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

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.

- Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
- Compare your records with the account statements or account histories that you receive.
- Don't lend your ATM card to anyone.
- Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
- When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
- Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
- If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
- Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
- At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
- We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all accounts.

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

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

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

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first \$100 of your deposits, however, may be available on the first business day.

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

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

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

We believe a check you deposit will not be paid.

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

You redeposit a check that has been returned unpaid.

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

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

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

### SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from deposits of cash and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's and state and local government checks will be available on the first business day after the day of your deposit. Funds from wire transfers and U.S. Treasury will be available on the first business day after the day of your deposit.

Funds from all other check deposits will be available on the second business day for local checks or the fifth business day for out of town checks after the day of your deposit.

## SUBSTITUTE CHECKS AND YOUR RIGHTS

### What is a substitute check?

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

Some or all of the checks that you receive back from us may be substitute checks.

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

### What are my rights regarding substitute checks?

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

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

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

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

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

Communities of Abilene FCU  
3661 North 6th Street  
Abilene, TX 79603

You must contact us within 40 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: account statement.

## TRUTH-IN-SAVINGS DISCLOSURE

### REGULAR SHARE SAVINGS ACCOUNT

#### Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the credit union.

**Compounding and crediting** - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

**Dividend period** - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date precedes the ending date of a dividend period, and for the example above is January 1.

#### Minimum balance requirements:

The minimum required to open this account is the purchase of a share in the credit union. Please see the bylaw requirements in the Common Features section for additional information.

You must maintain a minimum daily balance of \$25.00 in your account each day to obtain the disclosed annual percentage yield.

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

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

#### Transaction limitations:

During any calendar month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of an automatic transfer or telephonic order or instruction. No more than three of the six transfers may be made by check, draft, debit card (if applicable), or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the credit union.

#### Par value of a share:

The par value of a share in this account is \$25.00.

#### Fees and charges:

An excessive withdrawal fee of \$1.00 will be charged for each debit transaction (withdrawal, automatic transfer, or payment out of this account) in excess of six during a calendar month.

An account reopening fee of \$10.00 will be charged if an account is reopened within six months of closure.

### ROYAL STASH ACCOUNT

#### Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the credit union.

**Compounding and crediting** - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

**Dividend period** - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date precedes the ending date of a dividend period, and for the example above is January 1.

#### Minimum balance requirements:

You must maintain a minimum daily balance of \$25.00 in your account each day to obtain the disclosed annual percentage yield.

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

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

#### Transaction limitations:

During any calendar month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of an automatic transfer or telephonic order or instruction. None of the six transfers may be made by check, draft, debit card (if applicable), or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the credit union.

#### Fees and charges:

An excessive withdrawal fee of \$1.00 will be charged for each debit transaction (withdrawal, automatic transfer, or payment out of this account) in excess of six during a monthly statement cycle.

### AMERICA SAVES ACCOUNT

**(After opening, this account will only allow direct deposits - No mail, internet transfers or over the counter deposits are allowed.)**

#### Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

**Compounding and crediting** - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

**Dividend period** - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date precedes the ending date of the dividend period, and for the example above is January 1.

#### Minimum balance requirements:

The minimum balance required to open this account is \$1.00.

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

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

#### Transaction limitations:

Per year, you may not make more than one withdrawal or transfer to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the credit union. If this account type is closed it cannot be reopened.

#### Fees and charges:

An excess withdrawal fee of \$35.00 will be charged for each debit transaction (withdrawal, draft paid, automatic transfer or payment out of this account) in excess of one during a calendar year.

### HOLIDAY CLUB ACCOUNT

#### Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the credit union.

**Compounding and crediting** - Dividends will not be compounded. Dividends will be credited to your account every year.

**Dividend period** - For this account type, the dividend period is yearly, for example, the beginning date of the first dividend period of the calendar year is November 1, and the ending date of such dividend period is October 31 of the following year. All other dividend periods follow this same pattern of dates. The dividend declaration date precedes the ending date of a dividend period, and for the example above is November 1.

#### Minimum balance requirements:

No minimum balance requirements apply to this account.

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

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

#### Transaction limitations:

You may not make any withdrawals or transfers to another credit union account of yours before club ending.

If any withdrawal is made from this account before club ending, then this account will be closed.

### MONEY MARKET ACCOUNT

#### Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the credit union.

**Compounding and crediting** - Dividends will be compounded every week. Dividends will be credited to your account every week.

**Dividend period** - For this account type, the dividend period is weekly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 7. All other dividend periods follow this same pattern of dates. The dividend declaration date precedes the ending date of a dividend period, and for the example above is January 1.

#### Minimum balance requirements:

You must maintain a minimum daily balance of \$2,500.00 in your account each day to obtain the disclosed annual percentage yield.

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

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

#### Transaction limitations:

During any calendar month, you may not make more than three withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

#### Fees and charges:

An excessive withdrawal fee of \$5.00 will be charged for each debit transaction (withdrawal, automatic transfer, or payment out of this account) in excess of three during a monthly statement cycle. There is NO overdraft or Courtesy Pay program that applies to the Money Market account transactions. Fees may reduce the earnings on account. A book of 25 checks is available per check order on the Money Market account.

### SHARE DRAFT CHECKING ACCOUNT

#### Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the credit union.

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

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date precedes the ending date of a dividend period, and for the example above is January 1.

#### Minimum balance requirements:

You must maintain a minimum daily balance of \$1,500.00 in your account each day to obtain the disclosed annual percentage yield.

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

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

#### Transaction limitations:

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

Courtesy Pay Privilege applies to accounts in good standing with the credit union. See Discretionary Courtesy Pay Policy in this disclosure.

### BIG COUNTRY CHECKING ACCOUNT

#### Qualification Requirements:

- You must have and maintain a net check direct deposit.
- You must qualify for and maintain the overdraft line of credit.
- You must qualify for and maintain a Classic, Gold or Platinum MasterCard.
- You must have and maintain a Visa Debit Card.

#### Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

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

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date precedes the ending date of the dividend period, and for the example above is January 1.

#### Minimum balance requirements:

The minimum balance required to open this account is \$1.00.

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

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

#### Transaction limitations:

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

#### Fees and charges:

Courtesy Pay Privilege applies to accounts in good standing with the credit union. See Discretionary Courtesy Pay Policy in this disclosure.

## VARIABLE RATE IRA

### Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the credit union.

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

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date precedes the ending date of a dividend period, and for the example above is January 1.

### Minimum balance requirements:

The minimum balance required to open this account is \$1.00.

You must maintain a minimum daily balance of \$1.00 in your account each day to obtain the disclosed annual percentage yield.

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

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

### Transaction limitations:

During any calendar month, you may not make more than three withdrawals or transfers to another credit union account of yours or to a third party by means of an automatic transfer or telephonic order or instruction. No more than one of the three transfers may be made by check or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the credit union.

### TERM SHARE CERTIFICATE and IRA TERM SHARE CERTIFICATE

- |                                   |  |                                   |
|-----------------------------------|--|-----------------------------------|
| <input type="checkbox"/> 3 month  | <input type="checkbox"/> 24 month Rate Plus* | <input type="checkbox"/> 60 month |
| <input type="checkbox"/> 6 month  | <input type="checkbox"/> 36 month            |                                   |
| <input type="checkbox"/> 12 month | <input type="checkbox"/> 48 month            |                                   |

Jumbo (\$100,000.00 and larger) Rate and APY determined on a day by day occurrence.

**Rate Information** - The dividend rate is determined by the credit union board of directors and will remain the same until the maturity date of each term unless the 24 month rate plus option is used.

**\*Rate Plus Option Plan and Rate Information - We** will not change the rate on your account during the term of the account. However, **you** have the option during the current term of this account to exchange this dividend rate for a new dividend rate. The new dividend rate will be the dividend rate we are then offering on term share accounts of the amount of this account (or less) with the same term as the original term on this account at the time of the exchange. This exchange will be at no cost to you. If you make an exchange, the maturity date of this account will remain the same as originally scheduled. You may exercise this exchange option once during the current term.

**Compounding frequency** - Unless otherwise paid, dividends will be compounded every month.

**Crediting frequency** - Dividends will be credited to your account every month. Alternatively, you may choose to have dividends paid to you or to another account every month rather than credited to this account.

### Minimum balance requirements:

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

This same minimum balance must be maintained in your account each day to obtain the disclosed annual percentage yield.

If the balance in your account falls below the minimum balance to earn the annual percentage yield, then this account will be closed.

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

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

### Transaction limitations:

After the account is opened, you may not make additions into the account until the maturity date stated on the account.

You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw dividends before maturity if you make arrangements with us for periodic payments of dividends in lieu of crediting.

**Time requirements** - Your account will mature \_\_\_\_\_.

**Early withdrawal penalties** (a penalty may be imposed for withdrawals before maturity) -

- Term share accounts (either regular or IRA term share certificates) will be subject to early withdrawal penalties that amount to the greater of either \$25.00 or loss of dividends (whether earned or not) on the amounts withdrawn that would have accrued over 100% of their remaining maturities. Earned dividends that have been credited to term share account are subject to these early withdrawal penalties. For 24 month rate plus certificates, the rate used to calculate the penalty will be the rate currently being paid on the certificate.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. See your plan disclosure if this account is part of an IRA or other tax qualified plan.

For any account which earns a dividend rate that may vary from time to time during the term, the dividend rate we will use to calculate this early withdrawal penalty will be the dividend rate actually being paid on certificate involved.

**Withdrawal of dividends prior to maturity** - The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**Automatically renewable account** - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, dividends will not accrue after final maturity.

Each renewal term will be the same as the original term (or shorter), beginning on the maturity date. Dividends will be calculated on the same basis as during the original term.

You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

### Fees and charges:

If your dividends exceed \$10.00 per month, you may elect dividend checks to be mailed to you monthly.

## COMMON FEATURES

### Bylaw requirements:

You must complete payment of one share in your Share Savings account as a condition of admission to membership.

If the balance in your Share Savings account falls below the par value of one share, and you do not increase the balance to at least the par value of one share within six months of the reduction, you may be terminated from membership immediately.

**Transaction limitation** - We reserve the right to at any time require not less than 60 days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

**Nature of dividends** - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. (This disclosure further explains the dividend feature of your non-term share account(s).)

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

See the insert that is with this disclosure for fees that may be assessed against your account and transaction limitations, if any, that apply to your account.

### DISCRETIONARY COURTESY PAY POLICY

It is the policy of Communities of Abilene Federal Credit Union to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards that are consistent with the credit union's ability to absorb losses. Therefore, the total dollar amount of overdrafts the credit union will honor at all times shall not exceed one percent of the credit union's net worth as of December 31st of the previous year.

The Deposit Agreement and Disclosure provided at the time an account is opened explains the duties, obligations and rights of the Depositor, the Authorized Signatories and Communities of Abilene Federal Credit Union with regard to a share draft account. The Deposit Account Agreement (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Discretionary Courtesy Pay Policy and the Deposit Account Agreement and Disclosure. A copy of the verbiage contained in the Deposit Account Agreement and Disclosure is available upon request from a credit union representative.

Communities of Abilene Federal Credit Union is not obligated to pay any item presented for payment if a member's account does not contain sufficient available funds. Any Courtesy Pay payment (or other negotiation or processing) made by Communities of Abilene Federal Credit Union to cover a non-sufficient funds item does not obligate Communities of Abilene Federal Credit Union to pay additional non-sufficient fund items. Furthermore, Communities of Abilene Federal Credit Union is not obligated to provide prior notice of its decision to refuse to pay additional non-sufficient fund items.

Pursuant to Communities of Abilene Federal Credit Union's commitment to always provide the best level of member service, now and in the future, if a consumer Share Draft Account (primarily used for personal and household purposes) **has been open for at least ninety (90) days**, and thereafter is maintained in good standing, which includes at least: **(A) Having reached the age of 18 years, (B) Continuing to make deposits** consistent with past practices, and **(C) Depositing an amount equal to** the amount of the discretionary courtesy pay amount extended to the member in their account within each thirty one (31) day period and bringing the account to a positive balance (not overdrawn) at least once every thirty one (31) days, **and (D) The member is not in default on any loan or other obligation** to Communities of Abilene Federal Credit Union, and **(E) The member is not subject to any legal or administrative order or levy**. COMMUNITIES OF ABILENE FEDERAL CREDIT UNION WILL CONSIDER, AS A DISCRETIONARY COURTESY AND NOT A RIGHT OR OBLIGATION, APPROVING REASONABLE OVERDRAFTS RESULTING FROM A WRITTEN CHECK, DEBIT CARD TRANSACTION OR ELECTRONIC WITHDRAWAL. THIS PRIVILEGE WILL GENERALLY BE LIMITED TO A MAXIMUM OF \$300 OVERDRAFT (NEGATIVE) BALANCE. OF COURSE, ANY AND ALL CREDIT UNION FEES AND CHARGES, INCLUDING WITHOUT LIMITATION THE NON-SUFFICIENT FUND/OVERDRAFT FEES AND INTEREST CHARGES (AS SET FORTH IN OUR FEE SCHEDULES AND DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE), WILL BE INCLUDED IN THIS LIMIT.

The total of the discretionary overdraft (negative) balance, all credit union fees and charges, all non-sufficient fund/overdraft fees and interest charges is due and payable upon demand not to exceed a period of 31 days from the date the account is placed in a negative balance. If the negative balance has not been corrected in full at the end of the 31 day period, the account will be charged off and reported to CHEX Systems and Credit Bureau(s). The Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Deposit Account Agreement and Disclosure.

AGAIN, APPROVAL OF PAYMENT OF REASONABLE OVERDRAFTS BY COMMUNITIES OF ABILENE FEDERAL CREDIT UNION ON CONSUMER ACCOUNTS IN GOOD STANDING (AS DESCRIBED ABOVE) IS ONLY A DISCRETIONARY COURTESY, AND NOT A RIGHT OR OBLIGATION. FURTHERMORE, THIS COURTESY IS WITHIN COMMUNITIES OF ABILENE FEDERAL CREDIT UNION'S SOLE AND ABSOLUTE DISCRETION, AND CAN CEASE AT ANYTIME WITHOUT PRIOR NOTICE OF REASON OR CAUSE.

Date disclosed \_\_\_\_\_.

## YOUR ACCOUNT

**These are the accounts you have opened or inquired about. Further details about these accounts are inside this brochure. If the figures are not filled in, please see the insert that is with this disclosure or your periodic statement.**

REGULAR SHARE SAVINGS ACCOUNT

### Last declared dividend rate:

As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

ROYAL STASH ACCOUNT

### Last declared dividend rate:

As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

AMERICA SAVES ACCOUNT

### Last declared dividend rate:

As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

HOLIDAY CLUB ACCOUNT

### Last declared dividend rate:

The prospective dividend rate on your account is \_\_\_\_\_% with a prospective annual percentage yield of \_\_\_\_\_% for the current dividend period.

MONEY MARKET ACCOUNT

### Last declared dividend rate:

**Tier 1** - As of the last dividend declaration date, if your daily balance was \$2,500.00 to \$24,999.99, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**Tier 2** - As of the last dividend declaration date, if your daily balance was \$25,000.00 to \$49,999.99, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**Tier 3** - As of the last dividend declaration date, if your daily balance was \$50,000.00 to \$99,999.99, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**Tier 4** - As of the last dividend declaration date, if your daily balance was \$100,000.00 or more, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

SHARE DRAFT/CHECKING ACCOUNT

### Last declared dividend rate:

As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

BIG COUNTRY CHECKING ACCOUNT

### Last declared dividend rate:

As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

VARIABLE RATE IRA

### Last declared dividend rate:

**Tier 1** - As of the last dividend declaration date, if your daily balance was \$1.00 to \$24,999.99, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**Tier 2** - As of the last dividend declaration date, if your daily balance was \$25,000.00 to \$49,999.99, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**Tier 3** - As of the last dividend declaration date, if your daily balance was \$50,000.00 to \$99,999.99, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**Tier 4** - As of the last dividend declaration date, if your daily balance was \$100,000.00 or more, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

\_\_\_\_\_ SHARE CERTIFICATE

### Last declared dividend rate:

As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

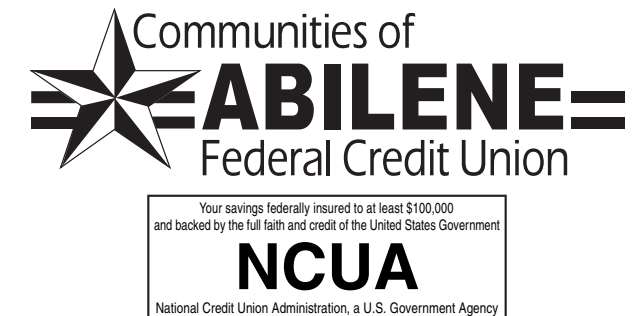
\_\_\_\_\_ IRA SHARE CERTIFICATE

### Last declared dividend rate:

As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

**Maturity notice** - Your \_\_\_\_\_ account will mature on \_\_\_\_\_, and it will automatically renew unless you prevent it. The new maturity date will be \_\_\_\_\_.

The dividend rate and annual percentage yield that will apply to your \_\_\_\_\_ account if it is renewed have not yet been determined. That information will be available on \_\_\_\_\_. After that date, you may call the credit union during regular business hours at 325-691-2300 or 1-800-535-2157 to find out the dividend rate and annual percentage yield that will apply to your account if it is renewed.



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