1330 Gemini
P.O. Box 58346
Houston, Texas 77258
(281) 488-7070
wellbyfinancial.com

Wellby Membership Agreement and Account Disclosure

Version effective November 16, 2026

Welcome to Wellby!

Thank you for opening your account with JSC Federal Credit Union doing business as Wellby Financial hereinafter ("Wellby" or "Wellby Financial"). By doing business with Wellby Financial you are doing business with JSC Federal Credit Union. We look forward to serving you. The most recent version of this agreement is housed on our disclosures page of our website, located here: Disclosures | Wellby (https://www.wellbyfinancial.com/disclosures). We regularly make updates to this Agreement and additional disclosures. We recommend you keep a copy for your records.

This is your Membership Agreement and Account Disclosure (may also be referred to as Account Terms and Conditions) or contract with us.

The Membership Agreement also includes these separate documents that pertain to our accounts:

- Rates for dividend-bearing accounts
  - Wellby Dividend Rates
- Personal accounts:
  - Additional Services and Fees including the Fee Schedule
- Additional disclosures, such as amendments or agreements, that we provide to you either when you open your account or when we change the terms of your account.

How to Get Started

After you open your account, these optional services may make transacting and managing your account easier.

Debit card – use your debit card to transact with merchants that accept debit cards, at Wellby ATMs, or for ATM cash deposits and withdrawals.

Direct Deposit – have your paycheck, retirement benefits, or other sources of income deposited electronically into your account(s).

Online Banking – helps you manage and keep track of your finances by allowing you easy access to:

- Check your account balance and review transaction history
- Transfer funds between your accounts and Wellby loans, other Wellby members, external accounts held at other financial institutions, and contacts (via email or SMS text)
- View your electronic statements, posted checks, and notices to print at your convenience.
- Reorder checks
- Send and receive secure messages

Mobile Banking - allows you to view your balances, make transfers, and send money – all from your mobile phone.

Online Bill Pay – allows electronic payment of bills from one convenient place.

Online Alerts – provide an electronic notice through email or text message about account activity, such as when direct deposit posts or when your balance drops below an amount you set.

Fraud Alerts – provides an electronic notice through email or text message about suspicious activity on your debit card.

Scheduled Transfers – helps make saving and loan payments easier by automatically transferring money from your share accounts.

Overdraft Protection – helps you avoid overdrafts, declined or returned checks, and other items by linking a designated account (backup account) to your checking account and automatically transferring available funds from that backup account (designated share or line of credit loan).

Overdraft Steward – helps you avoid declined card purchases when you do not have sufficient available balance in your account to cover a transaction at the time it is presented to us for payment,

but we pay it anyway at our discretion for a fee. (See the Overdraft Services Disclosure)

How to Access Your Account

Use any of the following channels to get access to your account and get information about our accounts and services:

Wellby Branches find our nearest location on our website at wellbyfinancial.com

Wellby ATMs locate the nearest ATM machine on our website at wellbyfinancial.com

Online Banking visit us online at secure.wellbyfinancial.com

Mobile Banking visit the Apple App Store or Google Play Store to download the mobile banking app.

Telephone Banking or **Retail Contact Center** by calling (281) 488-7070 or (800) 940-0708.

How to Contact Us	
By Mail	P.O. Box 58346, Houston, TX 77258 Overnight/Express Mail: 1330 Gemini, Houston, TX 77058
By Phone	(281) 488 – 7070 or (800) 940 - 0708
Online	www.wellbyfinancial.com

Table of Contents

Welcome to Wellby! ... 1
- How to Get Started ... 1
- How to Access Your Account ... 2
- Important Terms ... 4

General Account Terms ... 7
- Governing Law ... 7
- Acceptance of Provision ... 7
- Changes to This Agreement ... 8
- Arbitration and Waiver of Class Action ... 8
  - Arbitration Provisions ... 8

Opening a New Account ... 9
- Minimum Savings Balance Required for Membership ... 10
- Membership Eligibility ... 10
- Bylaws and Account Termination ... 11
- Limitation, Suspension, and Service Restriction ... 11
- Withdrawal of Services ... 12
- Membership Expulsion ... 12
- Converting an Account ... 13

Account Ownership ... 13
- Single Party Accounts ... 13
- Multiple Party Accounts ... 13
- Convenience Accounts ... 14
- Accounts for Minors ... 14
- Accounts for Guardianships and Estates ... 14
- Accounts for Trusts ... 15
- Accounts with Active Related Services ... 15
- Business, Organization & Association Accounts ... 15

Additional Account Types ... 15
- Uniform Transfer to Minors (UTMA) ... 15
- Representative Payee ... 15
- Agency Account ... 16
- Fiduciary Account ... 16
- Attorney Client Trust ... 16
- Real Estate Broker Client Trust Account ... 16
- Government/Municipal/Public Funds Accounts ... 17

Fees and Charges ... 17

Using Your Checking and Savings Account ... 17

- Deposits ... 17
  - Accepting Items for Deposit ... 17
  - Right to Refuse Deposits ... 18
  - Right to Charge Back Deposited or Cashed Items ... 18
  - Envelope Depository ... 18
  - Deposit Errors and Adjustments ... 18
  - Early Payday ... 19
  - Notice of Electronic Deposits ... 19
  - Accrual of Dividends ... 19
  - Balance Methods ... 19
  - Balance Computation Method ... 19
- Checks ... 20
  - Check Processing ... 20
  - Check Orders ... 20
  - Check Copies ... 20
  - Review of Check Images and Signatures ... 20
  - Incomplete, Conditional, Post-Dated, or Stale-Dated Checks ... 20
  - Electronically Created Items (ECI) ... 21
  - Foreign Items, Currency Conversion and Collection Item Processing ... 21
  - Indorsement Standards ... 22
  - Substitute Checks, Indemnified Copies, Images and Image Replacement Copies ... 22

ATM/Debit Card and Other Access Devices ... 23
- Using Your Cards ... 23
- Safeguarding PIN ... 25
- Debit Card Limits ... 25
- Charges for ATM/Debit Card Transactions ... 25
- Fraud Monitoring ... 25
- Reporting Compromised, Lost, Stolen Card or PIN ... 25
- Unauthorized Debit Transactions ... 26
- Visa Card Zero Liability ... 26

Transaction Processing and Posting Order ... 26
- Account Balance ... 26
- Posting Order ... 27
- Transaction Holds ... 27
- Pending Transactions ... 27
- Internal Preauthorized Payments/Transfers ... 28
- Transactions Using Our Telephone Banking System ... 28
- End of Day Transactions ... 28
- Account Transaction Limitations ... 28

Insufficient Funds, Overdrafts and Returned Items ... 28
- Uncollected/Held Funds ... 28
- Returning Items for Insufficient Funds ... 28
- Insufficient Funds and Returned Item Fees ... 28
- Overdraft Situations ... 29
- Overdraft Protection ... 29
- Establishing or Canceling Overdraft Protection ... 29
- Overdraft Protection Transfers ... 29
- Overdraft Steward and Overdraft Steward with Debit Card Coverage ... 30
- Establishing or Canceling Overdraft Steward and Overdraft Steward with Debit Card Coverage ... 30
- Overdrawn Accounts and Forced Closure/Charge Off ... 30

Preauthorized (Recurring) Transfers and Stop Payments ... 30
- Stop Payment Restrictions ... 31
- Stop Payment Timeframes ... 31
- Our Liability for Stop Payments ... 32

Funds Transfer Services ... 32
- Remittance Transfers (International Wires) ... 32
- Sending Funds Transfers ... 33
- Receiving Funds Transfers ... 34
- ACH Debits and Credits ... 34

Statements and Notices ... 34
- Account Statement ... 34

Electronic Statements 35
Responsibility To Promptly Examine Each Account Statement 35
Reporting Problems and Unauthorized Transactions for Non-Electronic Funds Transfers 36
Report Promptly 36
Written Confirmation and Other Assistance 36
Our Investigation and Maximum Liability 36
Notices 37
Annual Tax Statements 37

Other Terms and Services 37
Account Alerts 37
Account Changes 37
Account Compromise 38
Cash Exchange 38
Cash Transaction Reporting 38
Change of Law by Agreement 38
Check Cashing 38
Closing Your Account 39
Grandfathering Accounts 39
Coin Processing 39
Consumer Reports and Other Inquiries 39
Cross-Collateralization 40
Death or Incompetence 40
Department of Defense Information Authorization 40
Elder Care Financial Guidance 40
General Liability 40
Inactive, Dormant and Abandoned Accounts 41
Language Translation 41
Large Cash Withdrawals 41
Legal Process 42
Liability For Failure To Complete Transactions 42
Marijuana/Cannabis Related Businesses 42
Marketing Offers - Opt Out 42
NCUA Insurance 42
Power of Attorney 43
Prohibited Activities 43
Reclassification of Funds 43
Release of Information 43
Reporting Information to Credit Bureaus and Check Verification Systems 44
Reproduction of Bank Records 44
Service Animals 44
Signatures 44
Statutory Lien (Right of Offset) 44
Telephone Calls: Calling, Monitoring and Recording 45
Tax Information 45
Virtual Currency 46
Waiver and Severability 46

Important Terms

For the purposes of this Agreement, the following terms will apply:

Account refers to share or deposit account which includes, but is not limited to, accounts such as share, share draft, checking, and term share accounts.

Account Statement summarizes all account transactions delivered to the member monthly or quarterly via their selected delivery method.

Account Research occurs when we search your history and records for account transactions based on a specific inquiry.

Affiliate a company related by common ownership or control such as certain credit union service organizations. They can be financial and nonfinancial companies.

Annual Percentage Yield (APY) the percentage rate reflecting the total amount of dividend paid on the account, based on the dividend rate and frequency of compounding.

Automated Clearing House (ACH) a network that coordinates the transmission and exchange of electronic payments or transfer of funds.

Available Balance your current balance minus any charges you have made that have not cleared your account or are on hold.

Bank Secrecy Act (BSA) a Federal regulation that addresses the funding of terrorism and money laundering activities.

Beneficiary the person or business who receives the payment and may also refer to the person/party who benefits from a Trust or Payable on Demand designation.

Bill Pay a bill payment service that allows you to pay bills online from one account.

Business Day Monday through Friday, excluding Federal Holidays. The credit union processes external transactions and payments on Business Days.

Bylaws mean established rules about our credit union policies and operations which govern your account and membership.

Checking Account a term used to describe your Share Draft Account(s) with us.

Check Conversion allows a financial institution to convert paper checks into electronic ones and then send them to the appropriate receiving bank. The electronic check is forwarded via the automated clearing house.

Check 21 a federal law that went into effect in 2004, giving financial institutions the ability to create electronic image copies of consumers' checks.

Currency Transaction Report (CTR) is reporting required for certain cash transactions.

Daily Balance Method for a statement cycle – we use the application of a daily periodic rate to the full amount of principal in the account each day.

Debit card transaction any purchase or bill payment using your debit card. A debit card transaction may be a one-time (non-repeating) purchase transaction or a repeating payment, such as a monthly bill.

Deposited Item an item collected for you or accepted by us, to deposit to your account.

Direct deposit an automated electronic deposit made through the ACH network to your account by someone else, such as an employer issuing payroll.

Dividend any declared or prospective earnings on a member's shares in a credit union to be paid to a member or the member's account.

Dividend Rate the declared or prospective annual dividend rate paid on an account, which does not reflect compounding.

Dormant Account an account that has one (1) year (365 days) without member-initiated transaction activity.

Electronically Created Item (ECI) an electronic image with all the attributes of an electronic check but is not originally derived from a paper check.

Fixed-Rate Account means an account that is not a variable rate account.

Frequently Asked Questions (FAQs) a list of questions and answers relating to a particular subject or topic.

Funds Transfer the process of carrying out a payment order that leads to paying a beneficiary.

Inactivity Fees are fees applied to an account without consecutive member-initiated transaction activity for at least six (6) months.

Item includes all orders and instructions for the payment and transfer or withdrawal of funds from an account. Examples include, a check, substitute check, purported substitute check, electronic transaction (including an ACH transaction, ATM withdrawal or transfer, or Point-of-Sale).

Ledger Balance the balance calculated at the end of each business day by a financial institution and includes all debits and credits.

Member an individual or entity qualifying within a credit union's field of membership that maintains at least one primary membership share in the credit union and pays any applicable membership fee and meets any other conditions as required by the bylaws.

Money Service Businesses (MSBs) can include check cashers, currency dealer/currency exchanger/currency transfers, prepaid cards, any transactions dealing with virtual currency (i.e., Bitcoin).

Non-Bank Financial Institution (NBF) an entity other than banks or credit unions offering financial services. Examples include: securities investments, pawn brokers, seller/exchanger of precious metals including gold and silver, used car lots (buy here, pay here).

Non-sufficient Funds (NSF) refers to the status of a checking account that does not have enough money to cover transactions.

Notification any contact made to you by us regarding an item(s) or any other information regarding your account.

Office of Foreign Asset Control (OFAC) administers and enforces economic and trade sanctions based on US foreign policy and national security goals.

Official Check refers to checks issued by a financial institution that serves as a guarantee of funds, for example, Cashier's Checks.

Overdraft or Overdrawn occurs when you do not have a sufficient available balance in your account to cover a transaction at the time it is presented to us for payment.

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.

Payment Order the set of instructions given to us to transfer.

Periodic Statements are usually provided monthly, unless there are no EFTs (Electronic Funds Transfers) in a particular month. In that case, we will send you a periodic statement at least quarterly, unless we consider your account inactive.

Personal Account/Consumer Account an account owned by a natural person and established primarily for personal, family, or household purposes.

Personal Identification Number (PIN) a number allocated to an individual and used to validate electronic transactions.

Primary Savings Account a deposit share that establishes membership with a credit union.

Processing Day the day the credit union processes internal transactions and payments. (Sunday through Saturday)

Savings Account a term that may be used to describe your Share Account(s) with us.

Service any service provided by us to you, including but not limited to Account Research.

Branch means any Wellby branch.

Substitute Check a special paper copy of the front and back of an original check.

Tiered Rate Account means an account with two or more dividend rates that apply to specified balance levels.

Preauthorized EFT (Electronic Fund Transfer) an electronic transfer authorized in advance to recur at regular intervals (weekly, monthly, etc.)

Remittance Transfer a wire transfer initiated by a consumer primarily for personal family or household purposes to a designated recipient in a foreign country.

Truth in Savings Fee Schedule the disclosure of the fees that are associated with the account, may be referred to as "Schedule" for the sake of this Agreement.

Unauthorized Use: means that you did not provide directly, by implication or otherwise, the right to use your card, and you received no benefit from the "unauthorized" purchase

Uncollected Funds (UCF) the unavailable portion of a deposit that comes from checks that have yet to be cleared by the credit union.

Variable Rate means a share, share draft, checking, or term share account in which the simple dividend rate may change after the account is opened, unless the credit union contracts to give at least thirty days advance written notice of rate decreases.

You means the member, account owner, and any authorized signer may be referred to as "member," "you," "your," or "yours."

Wellby Financial the Assumed Name or d/b/a of the JSC Federal Credit Union, which may also be referred to as "Wellby," "Credit Union," "we," "us," "our," or "ours."

General Account Terms

This document, along with any other documents we give you pertaining to your Account(s), is a contract that establishes rules which govern your Account(s) with us. Please read this carefully and retain it for future reference. When you complete our account opening documents (as an example, you sign the signature card) or open or continue to use the account, you acknowledge that you have reviewed and understand the terms of this Agreement, and you agree to be governed by these terms. 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, laws of the state of Texas, and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this Agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. Your rights and obligations for Remittance Transfers shall be governed by and interpreted as described in the Funds Transfer Service section. The purpose of this document is to:

- Summarize certain laws that apply to common transactions
- Establish rules for transactions or events which the law does not regulate
- Establish rules for certain transactions or events which the law regulates but permits variation by agreement
- Provide disclosure of certain policies to which you may be entitled or in which you may be interested

We give this Agreement to you when we open your Account. You may obtain additional copies of this Agreement online by visiting wellbyfinancial.com or visiting a local Wellby branch.

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

As used in this document, the words “we,” “our,” “Credit Union,” and “us” mean the financial institution, and the words “you” and “your” mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the Account. However, this Agreement does not intend, and the terms “you” and “your” should not be interpreted to expand an individual’s responsibility for an organization’s liability. 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.

Governing Law

This Agreement shall be governed by the Federal Credit Union Act, the Rules and Regulations of the National Credit Union Administration, the Credit Union's Bylaws, and solely to the extent not pre-empted by federal law, the laws of the State of Texas. Subject to applicable law, you consent and submit to personal jurisdiction in the State of Texas.

Acceptance of Provision

You acknowledge and agree that when you (or anyone else you allow to use your Account(s) or our products or services) continue use of any of your Account(s) or our products or services, you are confirming your acceptance and agreement to ALL of the terms of the latest and current version of, and modification(s) to, this Membership and Account Agreement and the additional agreements and disclosures in this handbook, regardless of whether such terms relate to the particular Account(s) or products and services that were used.

Our Membership Application and any additional Agreements represent our contractual arrangement with you and contain important information about your membership and Account(s) with us. All subsequent Accounts opened by you and/or subsequent Accounts you are added to as an owner, reflecting any existing “like ownership,” will be governed by this application. Account ownership will be determined by you at the time the Account is opened, and/or owners are added to the Account. The Credit Union will assign account ownership based on your request, which may be accepted in-person, verbally over the phone, via secured message, or online chat.

You authorize us to establish one or more Accounts for you or on behalf of third Parties as designated in your Membership Application or in any other application or document you may execute with us (collectively, the "Application"), including without limitation, any Savings Account, Checking Account, Money Market Account, Business or Organization Account, and Certificate Account. By opening or using any

such Account, you agree to be bound by the terms of this Agreement whether you are acting in your individual capacity, in a fiduciary capacity, or in your capacity as an officer, agent, or representative of any business entity or organization. If your Account is held for personal, family, or household purposes, you also acknowledge receipt of and agree to be bound by our Truth-In-Savings Account Disclosure, Electronic Funds Transfer Disclosure, and Rate and Fee Schedules as amended from time to time and to conform to our rules, regulations, bylaws, and policies now in effect and as amended or adopted hereafter. In case of any conflict between the terms of this Agreement and the Truth-In-Savings Account Disclosures, Electronic Funds Transfer Disclosure, and Rate and Fee Schedules; the Disclosures and Rate and Fee Schedules will control. The Truth-In-Savings Account Disclosure, Electronic Funds Transfer Disclosures, and Rate and Fee Schedules are incorporated into this Agreement. This Agreement is incorporated into and made a part of any Application you execute or receive in connection with the opening or use of any Account. You authorize us to verify and retain this information.

You also understand that when you agree to accept all documents electronically, you confirm that you have the ability to receive documents via the email address you provide, or you may log onto secure.wellbyfinancial.com to view all documents. You understand and agree it is your obligation to update us when your email address changes or if, for any reason, you are unable to receive or access documents.

Changes to This Agreement

We may change this Agreement at any time. We may add new terms, delete or amend existing terms, add new Accounts, and discontinue existing Accounts or services. When we change this Agreement, the then-current version of this Agreement supersedes all prior versions and governs your Account. The most current versions of the agreements and disclosures are available on our website at wellbyfinancial.com. In case of any conflict between any version of the agreements and disclosures and the versions appearing on our website, the versions on our website we will control. We may convert existing Accounts and services into new Accounts and services. We ordinarily send you advance notice of an adverse change to the Agreement. However, we may make changes without prior notice unless otherwise required by law. We may, but do not have to, notify you of changes that we make for security reasons or that we believe are either beneficial or not adverse to you. We are not required to send you notice of dividend rate and APY changes for variable rate Accounts or notice of changes in printing fees for documents (such as checks). See the Notices, Statements, and Other Communications section for information about how we provide notice.

If you continue to use your Account or keep it open, you are deemed to accept and agree to the change and are bound by the change. If you do not agree with a change, you may close your Account as provided in the Agreement. You agree that we may add, change, or delete the terms of this Account Agreement, the Truth-In-Savings Account Disclosure, Electronic Funds Transfer Disclosure, and Rate and Fee Schedules, and any notice, agreement, or policy made a part of this Agreement, from time to time in our sole discretion, subject to applicable law. You will be given advance notification of any change in terms to any of these agreements, schedules, notices, or policies as prescribed by banking regulation.

Arbitration and Waiver of Class Action

To the extent allowed by law, all claims or controversies arising between you and the Credit Union shall be subject to arbitration. ARBITRATION IS FINAL AND BINDING ON THE PARTIES AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT. IN ARBITRATION THE PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT, INCLUDING THEIR RIGHT TO A JURY TRIAL. IF YOU HAVE ANY QUESTIONS ABOUT ARBITRATION, CONSULT AN ATTORNEY OR THE AMERICAN ARBITRATION ASSOCIATION. YOU AGREE AND UNDERSTAND (I) THAT YOU AND WE ARE BOTH GIVING UP THE RIGHT TO TRIAL BY JURY AND (II) THAT YOU AND WE ARE PRECLUDED FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION OR JOINING OR CONSOLIDATING THE CLAIMS OF OTHER PERSONS (THE "CLASS ACTION WAIVER").

Arbitration Provisions

a) Any claim or controversy ("Dispute") between or among the parties and their assigns, including but not limited to Disputes arising out of or relating to this Agreement, this arbitration provision ("arbitration clause"), or any related agreements or instruments which cover any of your loans, products or services you have with the Credit Union ("Related Documents"), and including but not limited to a Dispute based on or arising from an alleged tort, will at the request of any party be resolved by binding arbitration in accordance with the applicable arbitration rules of the American Arbitration Association ("the Administrator"). The provisions of this arbitration clause will survive any termination, amendment, or expiration of this Agreement or Related Documents. The provisions of this arbitration clause take the place of any prior arbitration agreement between or among the parties and supersedes any other dispute mechanism contained in any Related Documents. If any provision of this arbitration clause should be determined to be unenforceable, all other provisions of this arbitration clause shall remain in full force and effect.

b) The arbitration proceedings will be conducted in Houston, Texas at a place to be determined by the Administrator. The Administrator and the arbitrator(s) will have the authority to the extent practicable to take any action to require the arbitration proceeding to be completed and the arbitrator(s)' award issued within 150 days of the filing of the Dispute with the Administrator. The arbitrator(s) will have the authority to impose sanctions on any party that fails to comply with time periods imposed by the Administrator or the arbitrator(s), including the sanction of summarily dismissing any Dispute or defense with prejudice. The arbitrator(s) will have the authority to resolve any Dispute regarding the terms of this Agreement, this arbitration clause or Related Documents, including any claim or controversy regarding the arbitrability of any Dispute. All limitation periods applicable to any Dispute or defense, whether by statute or agreement, will apply to any arbitration proceeding and the arbitrator(s) will have the authority to decide if any Dispute or defense is barred by a limitations period. The doctrines of compulsory counterclaim, res judicata, and collateral estoppel will apply to any arbitration proceeding hereunder so that a party must state as a counterclaim in the arbitration proceeding any claim or controversy which arises out of the transaction or occurrence that is the subject matter of the Dispute. The validity and effect of the Class Action Waiver may be determined only by a court and not an arbitrator. **You and we both acknowledge that the Class Action Waiver is a material and essential provision to the arbitration of disputes between us and is non-severable from the agreement to arbitrate.** If the Class Action Waiver is limited, voided, or found unenforceable, then this Agreement to arbitrate (except for this sentence) will be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. You and we acknowledge and agree that under no circumstances will a class action be arbitrated.

c) The arbitrator(s) will be selected in accordance with the rules of the Administrator from panels maintained by the Administrator. The arbitrator(s) will have expertise in the subject matter of the Dispute and must be licensed attorneys in the state of Texas. Where three arbitrators conduct an arbitration proceeding, the Dispute will be decided by a majority vote of the three. The arbitrator(s) may award to the prevailing party recovery of costs and fees (including attorneys' fees and costs, arbitration administration fees and costs, and arbitrator(s)' fees) in their discretion. The arbitrator(s), either during the arbitration proceeding or as part of the arbitration award, also may grant temporary or additional remedies including but not limited to an award of injunctive relief, foreclosure, sequestration, attachment, replevin, garnishment, or the appointment of a receiver.

d) No provision of this arbitration clause, nor the exercise of any rights hereunder, will limit the right of any party to: (1) judicially or nonjudicially foreclose against any real or personal property collateral or their security; (2) exercise self-help remedies, including but not limited to repossession and setoff rights; or (3) obtain from a court having jurisdiction over any provisional or ancillary remedies including but not limited to injunctive relief, foreclosure, sequestration, attachment, replevin, garnishment, or the appointment of a receiver. Such rights can be exercised at any time, before or during initiation of an arbitration proceeding, except to the extent such action is contrary to the arbitration award. The exercise of such rights will not constitute a waiver of the right to submit any Dispute to arbitration.

e) Notwithstanding the applicability of any other law to this Agreement, the arbitration clause, or Related Documents between or among the parties, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will apply to the construction and interpretation of this arbitration clause.

f) A Dispute that is not submitted to arbitration will be decided by a judge without a jury as permitted by law.

g) Any action or proceeding regarding a Dispute between or among the parties and their assigns, including but not limited to Disputes arising out of or relating to your Account, this Agreement or any Related Documents, and including but not limited to a Dispute based on or arising from an alleged tort must be brought in Houston.

Opening a New Account

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. In some instances, we may use outside sources to confirm the information. Our Privacy Policy and federal law protect the information you provide. In accordance with the USA PATRIOT Act, if we cannot verify the information provided to us at the time of Account opening, your Account may be closed within 30 days.

What this means for you: when you open an Account, we will ask for your legal name, physical address, date of birth, Social Security Number or Individual Taxpayer Identification Number, and other identifying information. We may also ask to see your valid, non-expired driver's license or other identifying document(s), including:

- US state-issued ID card (issued by the Department of Motor Vehicles)

- School I.D. Card (Wellby Achievement Accounts Only)
- Passport in English and with photo
- Passport Card
- Uniformed Services ID card
- Common Access Card (CAC)
- Matricula Consular
- Resident Alien or Permanent Resident Card (a "Green Card")
- United States Employment Authorization Card
- Concealed Handgun License – Same as License to Carry (Texas)

Our policies may require additional information about you, or any person associated with you or with the Account when or after you open the Account to assure that we comply with "Know Your Customer" requirements. We may restrict or close your Account if we cannot obtain information to satisfy our requirements. By opening an Account with us, you confirm that neither you nor any beneficial owner of any Account is covered by any sanction programs administered or enforced by the U.S. Department of the Treasury, Office of Foreign Asset Control.

We require all members and non-members transacting business with Wellby in any capacity to be identified with the forms of identification accepted by the Credit Union. We require said Parties to provide information and documentation to support their request, which will be reviewed and must be deemed compliant with our identification requirements. Wellby maintains the right to refuse the transaction/request based on the provided information and/or documentation. Additionally, if a person or entity refuses to adhere to our identification requirements, we will deny the transaction and/or request.

Your Account is considered a new Account if it has been open for thirty (30) calendar days or less. If you already have existing Accounts with Wellby that have been open for a period of at least thirty (30) calendar days, Accounts subsequently opened will not be considered new. If you are a new member, we reserve the right to limit Account services, such as Shared branching and the availability of non-cash deposits, during the first 30 days your Account is open.

Minimum Savings Balance Required for Membership

To remain a member of the Credit Union, you must maintain the minimum required balance in your Primary Savings Account (currently $5.00, as set forth in the Credit Union Bylaws). If the balance of your Primary Savings Account falls below this required minimum, the credit union may, at its discretion and as permitted by applicable law, this Agreement, and the Credit Union Bylaws, transfer available funds from other share account(s) on which you are an owner to restore the required minimum balance. This may include individual or joint share accounts, provided such accounts are not restricted by law, court order, or other legal limitation. If sufficient funds are not available to restore the required minimum balance, the Credit Union will provide notice to you and may terminate your membership in accordance with the Credit Union Bylaws and this Agreement.

Membership Eligibility

To be eligible for membership in the Credit Union, you must be an individual or entity qualifying within the Credit Union's field of membership and must purchase and maintain at least one share (the "membership share" in the Credit Union), pay any applicable membership fee, and meet any other conditions as required by the Credit Union Bylaws.

To open Accounts at the Credit Union, you must qualify under our approved field of membership and otherwise meet the membership requirements. This includes an initial deposit of an amount equal to one share in the Credit Union, which amount is set forth on the Account Card, and maintaining at least that amount, in your Primary Savings Account or other qualifying Account. Your membership will terminate if you close this Account. You agree to complete a Membership Application, and you authorize us to check your account history and obtain reports from third parties (including credit reporting agencies) periodically to verify your eligibility for membership and the Accounts and services you request. The Credit Union is owned and controlled by its members. You become an owner by meeting the membership eligibility requirements and by depositing the required shares. Upon qualifying as a member and remaining in good standing, you have certain rights as governed by this Agreement, our Bylaws, and applicable law, including the right to apply for Credit Union services and Accounts and vote in elections. You are entitled to one vote regardless of the number of shares you own. Shares may be issued in the name of an individual, jointly, or in other ways (e.g., in trust or in the name of a minor) in accordance with our bylaws and policies.

Minimum Savings Balance Required for Membership

To remain a member of the Credit Union, you must maintain the minimum required balance in your Primary Savings Account (currently $5.00, as set forth in the Credit Union Bylaws). If the balance of your Primary Savings Account falls below this required minimum, the credit union may, at its discretion and as permitted by applicable law, this Agreement, and the Credit Union Bylaws, transfer available funds from other share account(s) on which you are an owner to restore the required minimum balance. This may include individual or joint share accounts, provided such accounts are not restricted by law, court order, or other legal limitation. If sufficient funds are not available to restore the required minimum balance, the Credit Union will provide notice to you and may terminate your membership in accordance with the Credit Union Bylaws and this Agreement.

Member in Good Standing

As a general policy, Accounts and services are available to members in good standing. In order to be classified as a member in good standing, you may not:

- Be delinquent or in default on a loan or other obligation to Wellby
- Have excessive overdrafts, returned unpaid items, or returned payments or deposits
- Cause losses to Wellby through loans, Accounts, products, services, or otherwise
- Use abusive conduct* toward Wellby team members, officials, third-party agents, or other members
- Attempt to conduct illegal or fraudulent transactions or attempts to circumvent Wellby policies or procedures
- Be negligent in protecting your checks, cards, PIN, password, passcode, or other Account authorization information
- Take other actions or lack thereof that Wellby deems suspicious or inappropriate and for which restriction is appropriate to prevent actual harm or loss to the Credit Union and its members.

*Abusive conduct includes, but is not limited to, the following behaviors: any type of harassment; use of profane, demeaning, intimidating, or threatening language; actual or implied threats of bodily harm or property damage; vandalism or unauthorized removal of Wellby property or signage; or actual or attempted coercion or interference with Wellby team members or officials in the performance of their duties at any time.

Bylaws and Account Termination

Our bylaws, which we may amend from time to time, establish basic rules about our Credit Union's policies and operations, which affect your Account and membership. You may obtain a copy of the bylaws on request. Unless expelled from membership, members have a right to maintain a Primary Savings Account and vote in annual and special meetings. Your membership may be terminated in accordance with Wellby's Bylaws if you fail to: (i) complete payment of one share within two (2) weeks of admission to membership (ii) reduce the share balance below the par value of one share and not increase the balance to at least the par value of one share within three (3) months of the reduction (iii) within three (3) months from the increase in the par value of shares, not increase the balance to at least the par value of one share. The Bylaws also outline the process, including a vote of the members, by which you could be expelled from membership. If you cease to be a member or are expelled, you will remain liable for the amount of any outstanding obligation(s).

Limitation, Suspension, and Service Restriction

A member who is disruptive to Credit Union operations may be subject to limitations on services and access to Credit Union facilities.

We will suspend your rights to services if you violate the terms of this Agreement. By opening an Account with Wellby, you have agreed to these terms. We will suspend your rights to services if you violate the terms of this Agreement. You understand and agree that, unless required by law, we are not obligated to provide you with advance notice of our restriction of your Account(s) or services; however, we may provide reasonable notice depending on the circumstances. As an Accountholder, you are encouraged to review any communications we provide to you regarding your Account(s) or services. Under certain circumstances, services may be reinstated if any loss caused to Wellby is subsequently cured or if we, in our sole discretion, determine the conditions which led to the restrictions are no longer warranted.

Wellby monitors all members and transactions. We reserve the right to restrict your Account for the following reasons (but not limited to): (i) we believe that we may suffer a loss if the Account is not closed (ii) the volume of Account activity exceeds that which we can reasonably and safely process (iii) the activity exceeds what is deemed reasonable and consistent with the type of Account (iv) we determine that any

party related to the Account or those claiming an interest in the Account have been abusive in the use of the Account or in the conduct of his or her affairs with Wellby (v) we are unable to verify your identity in accordance with our Identification Policy (vi) we suspect fraudulent or suspicious activity (vii) you demonstrate negligence in protecting your password(s), PIN, checks, or other Account authorization information (viii) you attempt to circumvent our policy and procedures (ix) you refuse to provide information and/or documentation needed to facilitate a transaction or service (x) you incur excessive overdrafts, returned unpaid items, or returned payments or deposits (xi) a change in Account ownership or a change with regard to the persons authorized to sign on the Account has occurred. You further understand and agree that Wellby will impose restrictions, as described below, if you are delinquent or in default on any loan or other financial obligation owed to Wellby. Additionally, we reserve the right to restrict services in the following ways (but not limited to): (i) denying your ability to access Wellby premises or utilize Wellby property (ii) restrict or prevent services which involve direct contact with Wellby team members, either in person, via telephone, or through electronic means (iii) restricting or prevent your use of optional services, including but not limited to: Overdraft Services; Defer-A-Pay; Mobile Deposit; cashback or other programs; (iv) restrict or prevent your use of Online Banking or other online or mobile banking systems; (v) freezing your Account, limiting Account access or closing your Account; (vi) restrict your ability to use your ATM/debit card or other access device; (vii) reduce your credit limit or closing a line of credit (including credit cards); (vii) restrict your ability to cash checks drawn on another Wellby member's Account or requiring such checks be deposited into your Account; (viii) prevent you from being a joint owner on another member's Accounts or acting as an agent for another member; and (ix) otherwise restrict Accounts or services, except we will never restrict your fundamental rights to (i) maintain a share Account and earn dividends on those shares; and (ii) to vote in annual and special meetings.

We reserve the right to determine if certain activity on the Account is within the scope of "usual or customary". We reserve the right to question Account owners to our satisfaction, and our decisions will be final. Personal Account(s) not ceasing requested activity will have limited member services and are subject to being reduced to Primary Savings only. The privilege to use optional services such as: Defer - a-Pay, Mobile Deposit, and/or programs are subject to restrictions, if you abuse your Account. The availability to use electronic fund transfers via a debit card, Wellby Online Banking or Mobile Banking is subject to restrictions as well.

Withdrawal of Services

If you cause a loss to the Credit Union or make known your intention to cause a loss to the Credit Union, whether by loan default, Account overdraft, or otherwise; or, in the event that you have been abusive in your actions or in conducting your affairs with the Credit Union, we may, at our option, withdraw member services from you. Such member services may include, but not be limited to, the right to maintain Accounts at the Credit Union (except a Primary Savings Account), the right to payment of dividends, and the availability of electronic funds transfer services, including pre-authorized transfers, telephone, and computer access services, Debit Card, and ATM services. Under certain circumstances, services may be reinstated if any loss caused to the Credit Union is subsequently cured.

Membership Expulsion

We may terminate your membership in Wellby Financial in one of three ways. The first way is through a special meeting. Under this option, we may call a special meeting of the members, provide you an opportunity to be heard, and obtain a two-thirds vote of the members present at the special meeting in favor of your expulsion. The second way to terminate your membership is under a nonparticipation policy given to each member that follows certain requirements. The third way to terminate your membership is by a two-thirds vote of a quorum of the Directors of the Credit Union for cause. Cause is defined as follows: (A) a substantial or repeated violation of Wellby Financial's membership agreement; (B) a substantial or repeated disruption, including dangerous or abusive behavior, to the Credit Union's operations; or (C) fraud, attempted fraud, or a conviction of other illegal conduct that a member has been convicted of in relation to us, including in connection with our employees conducting business on behalf of us.

Before the Board votes on an expulsion, we must provide written notice to your mailing address (or email, if applicable) on record or personally provide the written notice. We must provide the specific reasons for the expulsion and allow you an opportunity to rebut those reasons through a hearing if you choose. It is your responsibility to keep your contact information with us up to date, and to open and read notices from us. Unless we determine to allow otherwise, there is no right to an in-person hearing with the Board. If you fail to request a hearing within 60 calendar days of receipt of the notice, you will be expelled. You may submit any complaints about your pending expulsion or expulsion to NCUA's Consumer Assistance Center if the complaint cannot be resolved with the Credit Union. We will confirm any expulsion with a letter with information on the effect of the expulsion and how you can request reinstatement. Expulsion or withdrawal from membership does not relieve a member of liability to the Credit Union, and we may demand immediate repayment of the money you owe to us after expulsion, subject to any applicable contract terms and conditions. For additional information on expulsion and a copy of our expulsion policy, see Article XIV of our Bylaws.

Converting an Account

We may convert your Account to another type of Account (i) if you make frequent transactions on a savings Account (ii) if your Account frequently has debits against uncollected funds (iii) if your Account has excessive deposit activity (iv) if you use a personal Account for business purposes, or (v) we consider it appropriate or necessary to do so.

If we discontinue your Account type, we may convert your Account to another type of Account. We may also convert your Account to another type of Account based on our evaluation of how you use the Account. If we convert your Account, we will send you information about your new Account.

Account Ownership

THE TYPE OF ACCOUNT OWNERSHIP MAY DETERMINE HOW YOUR FUNDS ARE PAID IF YOU DIE, EVEN IF YOUR WILL STATES OTHERWISE. PLEASE CONSULT YOUR ESTATE PLANNING ADVISOR OR ATTORNEY ABOUT YOUR CHOICES.

The most current signature card determines ownership of your Account. However, we are authorized to rely on the Account ownership information contained in our core processing system unless we are notified that the most current signature card and the deposit system differ.

Single Party Accounts

Under this type of Account ownership, the sole Party to the Account owns the Account. If you open a Single-Party Account, you can establish the account to include or not include a Payable on Death (P.O.D.) designation as follows:

- **Single-party Account w/out Payable on Death (POD) 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 POD Designation -** The party to the Account owns the Account. On the death of the party, ownership of the Account passes to the POD beneficiaries of the Account. The Account is not a part of the party's estate.

Multiple Party Accounts

On all multiple party Accounts, all rights and responsibilities contained in this Agreement or in any other agreement applicable to the multiple party Account, whether consented to by one or more owners of the multiple party Account, apply to each owner and can be enforced or agreed upon by the Credit Union against/between either owner individually or all owners collectively (further, you agree that, if you are a joint owner of a multiple party Account with a minor child, you consent to and will be bound to any agreement applicable to any services purchased or subscribed to by that minor child related to the multiple party Account). For example, the Credit Union may close an Account, enter into special agreements, stop payments on any check and exercise its right to impress and enforce a statutory lien on shares based upon any single owner's request or action. You hereby agree that if you establish a Primary Savings Account and list any joint owners on said account, that each owner will be authorized to access information available on bank statements relating to any sub-accounts you establish, including the primary savings account, whether at the time of account opening or subsequently. If more than one person owns an account, the owners agree that the account will be owned between them as a Multi-Party Account with Rights of Survivorship. If the owners of a joint account do not desire to own the account as a Joint Account with Rights of Survivorship, then each owner must designate in writing to Wellby that the joint account will be owned between them as a Joint Account Without Rights of Survivorship.

The type of account you select on your Member Agreement may determine how funds in your account pass in the event of your death. You may not control the disposition of funds held in some of the account types explained in this Agreement. If the Member Agreement is for a Sub Account, then the ownership type/rights at death designation specified on the Member Agreement will govern only that Sub Account. If you do not want your Savings Account ownership type/rights to govern each of your Sub Accounts, you must sign a separate agreement for each Sub Account. Any new Member Agreement replaces all previous agreements for your applicable accounts. Descriptions of multiple party and designations are as follows:

- **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 & POD -** 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 POD beneficiaries.

Convenience Accounts

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 the Account are paid or delivered to the Parties establishing the Account or to any other Party to the Account (such other Party 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 the convenience signer. 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. If an addition is made to the Account by anyone other than a Party establishing the Account, the addition 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 it receives notice in writing signed by a Party not to make payment in accordance with the terms of the Account. After receipt of the 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 of the Credit Union.

Accounts for Minors

A savings account with a membership share is required for all members, including minors. At our option, we may accept deposits in the name of a minor. We require that a minor Account have a creditworthy joint owner at least 18 years of age who shall be jointly and severally liable for any amounts owing to us out of the Account. We may make payments or deliver other rights solely to the minor without regard to the minor's age, and you acknowledge and agree that we are discharged from liability to the extent of any such payment or delivery. We may inquire of the use or purpose of any transaction requested by the minor or any joint owner. You may not pledge a minor Account as collateral for a loan or for any other purpose. There are certain age-restricted accounts that are available for minors; however, When the minor reaches the age of 18, we may require the consent of all Account owners before changing the form or ownership of the Account.

Accounts for Guardianships and Estates

At our option, we may accept deposits in the name of (i) a ward, on whose behalf a Guardianship has been established under applicable law, or (ii) the estate of a deceased member being administered under applicable law. Any guardian or estate representative (whether executor, administrator or otherwise) authorized to sign on any such Account shall be subject to the terms and conditions set forth in this Agreement and any other agreement governing any such Account. You agree that we will have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations otherwise set forth in this Agreement or other applicable agreement, and you agree that we will not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds by the guardian or estate representative. If we are presented with Letters of Guardianship, Letters Testamentary, or Letters of Administration valid on their face, you agree that we will have no further duty to (i) determine if the person appointed guardian or estate representative has qualified or continues to be qualified as guardian or as estate representative, (ii) determine if an act of the guardian or estate representative is in accordance with or authorized by the Texas Estates Code or other applicable law, (iii) question the validity or propriety of any instrument or any instructions executed or given by a person acting as a guardian or estate representative, or (iv) oversee the administration by a guardian or estate representative of money or other property paid or delivered to him or her. You agree that we may rely upon Letters of Guardianship, Letters Testamentary, or Letters of Administration that are valid upon presentment, that we may continue to rely upon the same without inquiring into their expiration or renewal, and that we may assume their renewal unless notified in writing to the contrary. Further, you agree that we will have no obligation to recognize or honor any such Letters that we know to have expired without renewal pursuant to the provisions of the Texas Estates Code or other applicable law. If we receive notice of expiration without renewal, we will

have no obligation to honor any check that is presented for payment or to honor any requests for withdrawal of funds from the Account of a ward or an estate until we receive renewed Letters or another order issuing out of a court of competent jurisdiction.

Accounts for Trusts

At our option, we may accept deposits in the name of a revocable or irrevocable trust subject to such membership requirements as we may impose from time to time in keeping with applicable law. Upon our request, the trustee(s) will supply to us a copy of any trust agreement or a Certification of Trust covering the account. To the extent permitted by law, we may require additional information and documentation or additional certifications and documentation to support any change in the trust agreement or the opening of additional accounts by the trust. If you request that we open an Account in the name of a trust, you agree that we are authorized to release the funds in any such Account upon the signature of any Trustee. You agree that if we make payment to any Trustee or Successor Trustee, or at the direction of any one of the Trustees or Successor Trustees named, that payment shall be valid and shall discharge us from any liability for the sums paid. **You agree that we shall have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations set forth in this Agreement, and that we shall serve solely as a depository for the trust funds**. You and any Trustee agree to save, indemnify, defend, and hold us harmless from any claim, demand, suit, or other charge by any person arising out of or resulting from the establishment, maintenance, and transaction of any business related to the trust and any Account established for the trust.

Accounts with Active Related Services

At our option, we may delay or suspend closure of a Primary Savings account when the member maintains other active relationships with the Credit Union that require an ongoing membership relationship. Such active related services may include, but are not limited to (i) open loan accounts or credit products, including lines of credit or credit cards, regardless of whether a balance is outstanding (ii) Certificates of Deposit (iii) Individual Retirement Accounts (IRAs) (iv) Safe Deposit Boxes and (v) any other account, product, or service that the Credit Union determines requires an active membership relationship. When active related services exist, the Primary Savings account may remain open despite a balance below the required par value. During this time, the Credit Union may continue to notify the member, apply account warnings, and monitor the balance until the par value is restored, or the related relationship is resolved.

Business, Organization & Association Accounts

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

Additional Account Types

Uniform Transfer to Minors (UTMA)

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

Representative Payee

If you open an account as a "representative payee" for someone who receives Social Security payments, or as a legal custodian, spouse payee, or other custodian for someone who receives Veterans Administration payments, you agree not to permit any deposits to the account other than the designated payments. Funds in a Representative Payee Account are owned by the member beneficiary. Only the Representative Payee, however, shall have direct access to the funds on deposit. We are not required to determine whether you deposit other funds or whether any withdrawals or transfers from the account are for the support of the person for whose benefit the funds are

paid. This person is called the beneficiary. If the beneficiary dies, you must promptly notify us and stop all further deposits to, and withdrawals from the account. If the government demands that we return deposits made after the beneficiary's death and the account does not have a sufficient available balance to pay the demand, we may take the funds from any account you or the beneficiary owns. You agree that the Representative Payee alone will be responsible for compliance with the Social Security Administration or Veterans Administration rules governing such Accounts. You agree that if we make payment to or at the direction of a Representative Payee, any such payment shall be valid and shall discharge us from any liability for the sums paid. You agree that we may rely upon any appointment of a Representative Payee that is valid on its face, that we will have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations otherwise set forth in this Agreement. You agree that, if any deposit to an Account is subsequently reversed, whether by the Social Security Administration, Veterans Administration, or otherwise, we may transfer funds in other Accounts held by the beneficiary or the Representative Payee in order to cure any overdraft that may occur as a result of such reversal. You agree to save, indemnify, defend, and hold us harmless from any claim, demand, suit, or other charge by any person or entity arising out of or resulting from the establishment, maintenance, and transaction of any business related to a Representative Payee Account or any other Account designated for the receipt of government benefits.

Agency Account

An Agency Account is an account to which funds may be deposited and withdrawals made by an Agent designated by the owner of the funds. An Agent has full authority with regard to the Account but does not have an ownership interest in the account. An Agency Account is revocable at any time by notifying us in writing. An Agency designation may be combined with one of the other forms of account ownership.

Fiduciary Account

If you open an estate account, trust account, guardianship or conservatorship account, or other similar type of account, we reserve the right to require any documents we reasonably request to satisfy us that you are authorized to open and use the account, including withdrawing the funds. We do not have to permit any withdrawal from the account until we receive all requested documents. We have no fiduciary duties to you as the trustee, executor, guardian or conservator, or to the beneficial owners of the account. Under no circumstance will Wellby be liable for the actions of the Fiduciary or obligated to ensure that the Fiduciary's actions are in accordance with any instructions, guidance or directives provided to them. It is up to you (as our member) to determine, beforehand, any legal effects or implications related to this type of account.

Attorney Client Trust

Subject to applicable law, an Attorney Client Trust is an account set up by an attorney or law firm to hold client or third-party funds in trust, separate from the attorneys or law firm's funds. Upon our request, the authorized signers for an Attorney Client Trust will provide documentation required by applicable state law and applicable bar association (or similar entity) rules. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the attorney or law firm as trustee(s). The attorney, law firm, or any authorized individual on the account agrees to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or third-party with respect to the authority, actions, or inaction taken by the trustee(s) or authorized individuals in handling or dealing with the account. Additional account terms are governed by a separate agreement.

Real Estate Broker Client Trust Account

Subject to applicable law, a real estate broker may open Account(s) to hold client or third-party funds in trust, separate from the brokers funds. We act only as custodian of the funds. We are under no obligation to act as a trustee or to inquire as to the powers or duties of the broker or other authorized signer(s) as trustee(s). The broker and any authorized individual on the account in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any client or third party with respect to the authority, actions or inaction taken by the broker or authorized signer(s) in handling or dealing with the Account. Upon our request, the authorized signer(s) for this type of account will provide to us any documents required by applicable law and/or real estate professional rules.

Government/Municipal/Public Funds Accounts

This type of account is owned by a government or public entity. For this type of account, you agree to provide us with authorization document(s) (in a form acceptable to us) stating that we are designated as a depository for the funds of the government or public entity and such documentation shall state the individual(s) authorized to act on behalf of the government or public entity and the extent of their authority. We may rely upon such documentation until we receive written notice of a change and new authorization documents. We are not responsible for any transaction conducted by a previously authorized individual until we actually receive written notice that the authorized individual's authority has been revoked. Unless specifically stated otherwise in the authorization document(s), we can rely on one authorization for all accounts owned by the government or public entity. If required by law, you agree to enter into a Collateral Security Agreement regarding this type of account.

Fees and Charges

You agree to pay for our services in accordance with the fees that apply to your account and your deposit relationship with us. Your account is subject to the fees described in the Wellby Schedule of Fees that applies to your account. The fee schedule is part of the binding contract between you and us.

When we calculate an account balance or combined balance to determine whether a fee applies to your account, transaction limits, and other relationship-based pricing, we may use the balance we determine in each account. We may ignore accrued dividends and funds subject to a hold of any type. For a balance in an account linked to a checking account, the period of time that we used as the basis for calculating the balance and the day that we use to determine the balance in the linked account may be different from the statement cycle for the primary checking account. If a loan or line of credit card is linked, we may ignore each loan or line of credit that we determine is in default.

We may deduct fees, overdrafts, and other amounts you owe us under this Agreement from your Accounts with us, except that this provision does not apply to any consumer credit covered by the Federal Truth-In-Lending Law. We may make these deductions at any time without prior notice to you or request from you. If there are not enough funds in your account to cover the amounts you owe us, we may overdraw your Account without being liable to you. You agree to pay immediately all fees, overdraft, and other amounts you owe us.

We may use deposits you or others make to your Account (including deposits of payroll and government benefits) to pay fees, overdrafts, and other amounts you owe us. Some government payments (such as Social Security, Supplemental Security Income, Veterans, and other federal or state benefits) may be protected from attachment, levy, garnishments, or other legal process under federal and state law. If such protections would otherwise apply to deductions, we make for amounts you owe us, to the extent that you may do so by contract, you waive these protections and agree that we may use these funds to pay fees, overdrafts, and other amounts you owe us. Please see the Right of Offset section of this Agreement for more information.

Any intermediary bank or beneficiary bank that assists in the processing of your transfer may charge a fee for processing your order. We have no control over and are not responsible for these 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).

Except as indicated within this Agreement or in the Wellby Schedule of Fees, we do not charge for electronic fund transfers.

Please see the Wellby Schedule of Fees which accompanies this Agreement and is hereby incorporated by reference for applicable fee amount(s).

Using Your Checking and Savings Account

Deposits

Accepting Items for Deposit

We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional

credit for items that are lost, stolen, or returned. Unless prohibited by law. 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 may accept a check or other item for deposit to your account from anyone. We do not have to question the authority of the person making the deposit.

Right to Refuse Deposits

We may refuse a deposit, or part of a deposit, at any time. We also may refuse a deposit after initially accepting it. If you request that we accept for deposit, a substitute check that was not created by a financial institution, or a check that has already been deposited at a financial institution but returned, we are under no obligation to accept the check for deposit. IF WE DO, HOWEVER, YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM ANY LOSS OR LIABILITY, INCLUDING CONSEQUENTIAL DAMAGES, ATTORNEY'S FEES, AND EXPENSES THAT MAY ARISE BECAUSE OF OUR ACCEPTANCE OF THE ITEM. We can reverse any amount we have added to your balance for a deposited check and send the check on a collection basis even after we have taken physical possession of the check. We will not be liable to you for refusing a deposit, even if it causes us to decline any transactions you have already made. If we refuse a deposit, we may take a check on a "collection basis," which means we will not add funds to your balance until we have been paid, for the check.

Right to Charge Back Deposited or Cashed Items

We reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank, and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. We can reverse any amount we have added to your balance for a deposited check and send the check on a collection basis even after we have taken physical possession of the check. We will not be liable to you for refusing a deposit, even if it causes us to decline any transactions you have already made. If we refuse a deposit, we may take a check on a "collection basis," which means we will not add funds to your balance until we have been paid, for the check.

YOU AGREE THAT, IF A CHECK THAT HAS BEEN DEPOSITED TO YOUR ACCOUNT OR CASHED BY YOU AT THE CREDIT UNION IS SUBSEQUENTLY RETURNED BASED UPON A BREACH OR ALLEGED BREACH OF ANY TRANSFER WARRANTY, PRESENTMENT WARRANTY, OR OTHERWISE, WE MAY CHARGE BACK THE AMOUNT OF ANY SUCH ITEM TO YOUR ACCOUNT AT ANY TIME WITHOUT NOTICE. You also agree that, if we are charged a fee by any other institution in connection with any of your Accounts, that fee expense may be charged to your Account. Requesting a hold on any deposit will not alter or release you from your responsibilities for that item. An item can be returned unpaid for up to three years for fraud or forgery. Acceptance of your deposit does not guarantee collectability.

Envelope Depository

We are not responsible for transactions by mail or outside the depository, or any other unattended facility 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 business day that we are open. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit and credit it to the Account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount, we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip, and you agree not to dispute that employee's determination of the amount you deposited.

Deposit Errors and Adjustments

If we are notified that an electronic deposit sent from another institution to your account was sent in error, or was intended for another member or account, we may deduct the amount from your balance without investigating.

If we mistakenly credit your account for funds to which you are not the rightful owner, we may, without prior notice, deduct those funds from your account, even if this causes your account to be overdrawn. If you give us cash that we later determined to be counterfeit, we may charge your account for the amount we determined to be counterfeit.

Early Payday

For certain eligible direct deposits, we may make funds available for your use up to two business days before we receive the funds from your payor. When funds are made available early, they will be reflected in your account's available balance. Whether we make funds available early depends on (1) when we receive the payor's payment instructions, (2) any limitations we set on the amount of early availability, and (3) standard fraud prevention screening. The criteria we use for making funds available early is determined at our sole discretion, based on confidential criteria necessary for maintaining the security of your account and our payment services, and is subject to change without notice.

Not all direct deposits are eligible for Early Payday. Eligible direct deposits are limited to electronic direct deposits such as your payroll, pension, and government benefit payments that are made through the Automated Clearing House (ACH) network. Other deposits or credits to your account, such as deposits of funds from person-to-person payments services (i.e., Cash App, Zelle®, Venmo, or PayPal transfers), check or mobile deposits, instant payments or similar service, and other online transfers are not eligible for Early Payday. Wellby does not guarantee that any direct deposits will be made available before the date scheduled by the payor, and early availability of funds may vary between direct deposits from the same payor. For interest-bearing accounts, interest on your incoming direct deposit will begin accruing on the business day we receive credit for the deposit from your payor's bank. If a direct deposit is not made available early, it will be made available in accordance with our Funds Availability Policy described in this Agreement. Except as expressly set forth herein, funds made available early are subject to the same terms and conditions as other deposits to your account.

If we've made funds available early and the payor reverses or requests a return of the deposit, or the funds are otherwise uncollected by Wellby, you understand and agree that we may debit your account up to the amount of the deposit that was previously made available – even if you have already withdrawn the funds or it creates an overdraft on your account. In this instance, you are responsible for any fees assessed – including those charged by merchants or third parties – as a result of the overdraft. Early Payday is offered at the discretion of Wellby, and we reserve the right to cancel the service at any time and without notice to you.

Notice of Electronic Deposits

When we receive an electronic deposit to your account, the only notice you will receive from us is on your next statement. You may visit wellbyfinancial.com or Wellby mobile app, use Account Alerts, or call us to confirm that we have received a deposit.

Accrual of Dividends

When you make a deposit, dividends begin to accrue on the day your deposit is posted. However, if your transaction requires adjustments to include a returned deposit, we reserve the right to make dividend adjustments, and you may be charged a fee.

Balance Methods

As used in this Agreement, the "average daily balance" method means "the application of a periodic rate to the average daily balance in the account for the period, determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period." The "daily balance" method means "the application of a daily periodic rate to the full amount of principal in the account each day." Please refer to your Truth in Savings Account Disclosure to review the balance method that is used to calculate dividends for your accounts.

Balance Computation Method

The "daily balance method" is used to calculate dividends on your accounts. This method applies to a daily rate to the principal in the accounts. The daily rate is 1/365 of the dividend rate.

Dividend Calculation Method: Dividends accrue from the day the deposit is posted up to the day of withdrawal. Dividends are calculated using the daily balance method which applies a daily rate to the end of day balance in the account. The daily rate is 1/365 of the dividend rate, or in a leap year, we may use 1/366 of the interest rate.

Checks

Check Processing

Checks and debits are presented against your checking account in order of arrival sequence throughout the day. To avoid fees, you should ensure that your Account contains sufficient available funds at all times to pay each of your transactions. You authorize us to pay checks signed by you and charge the payments against the applicable Account. If an instrument (check) contains contradictory terms, typewritten terms prevail over printed terms, handwritten terms prevail over both, and words prevail over numbers. We have no duty to prevent a check from being presented more than once. You agree to complete checks using a non-gel, black or dark blue ink that will readily transfer during any imaging of the check. For other members of Wellby, you agree that we may refuse to cash a check drawn on your Account if the member seeking to cash the check at a Wellby Branch is not a Member in Good Standing. Further, you agree such refusal (or other action such as requiring the check to be deposited into the other member's account at Wellby) shall not constitute wrongful dishonor.

Check Orders

We offer checks through our authorized vendor. If you elect to have your checks printed by a vendor that has not been approved by the Credit Union, or you use check stock or features (e.g., security features) that cause critical data to disappear or be obscured upon truncation, you agree to bear the risk of loss. You also agree to bear the risk of loss if you use check stock that contains printing inaccuracies, faulty magnetic ink, faulty encoding or duplicate serial numbers.

Check Copies

Checks drawn on your Account will not be returned to you. We will make copies available to you upon your request subject to any fee disclosed in the Fee Schedule, alternatively you may access copies via Wellby Online Banking at no additional charge. You agree that your duty to examine statements promptly and your obligation to notify us in the event of any error is not waived or diminished in any respect by our retention of checks drawn on your Account.

Review of Check Images and Signatures

You acknowledge that we employ an automated collection procedure in order to more efficiently handle the high volume of items we process, and for that reason our procedures generally do not include sight-review of items. You acknowledge and agree that reasonable commercial standards do not require us to sight review every check presented and that any failure to sight review does not constitute a lack of ordinary care in the payment of any item. If we return a check because we believe it doesn't match your signature on file with us, we're not liable to you even if you authorized the check.

Incomplete, Conditional, Post-Dated, or Stale-Dated Checks

You agree not to write a check that's incomplete, post-dated or attempts to limit the time or method of payment with a condition, such as "Void after 180 days" or "Valid only for $1,000 or less." We have no duty to discover, observe or comply with these conditions and may pay such checks. If we pay a conditional check, the conditions do not apply to us.

If a post-dated check (check data in the future), is presented for payment, we may pay the check and charge it to your account even if it is presented for payment before the date stated on the check. If you do not want us to pay the check, you must place a stop payment order on it.

We are under no obligation to pay a check that is presented for payment more than six (6) months from its date. In the event that a check drawn on your Account is payable by its terms within the stated period of time, we are under no obligation to pay that check if it is presented after the expiration of that period. However, we may pay the item in good faith, as long as there is not a stop payment order in effect when we pay the item.

You shall indemnify and hold us harmless from any and all loss and liability that we may incur due to our inadvertent payment of incomplete, stale-dated, postdated items, items indorsed "without recourse," or conditional items. You agree that we will not have any duty to discover or comply with postdated, future dated, incomplete, or conditional items. You agree that we may disregard any information on any check or draft other than the amount of the item, the identity of the drawee bank, any magnetically encoded information, and the signature of the drawer, regardless of whether that information is consistent with any other information on the item. You agree that we may decline to accept, process or pay any item or order that, in our estimation, is ambiguous or otherwise unclear in its terms. You also agree that, at our option, we may use our best efforts to resolve any such ambiguity, and you agree to release and hold us harmless from any and all loss and liability that we may incur or that may arise in connection with our attempts to resolve any such ambiguity.

Electronically Created Items (ECI)

You agree not to deposit an ECI. You warrant that any item you deposit, including by means of mobile banking, has been created from a paper check, was authorized by the account holder, and will not be presented more than once. If you deposit or create for deposit an ECI, you agree to indemnify the Credit Union for any liability or loss resulting from a breach of any of these warranties and to fully reimburse the Credit Union for all losses incurred, including any loss due to the item not being derived from paper.

Foreign Items, Currency Conversion and Collection Item Processing

Foreign Items: A foreign item is a check or other item in any currency (including United States dollars) that is drawn on a financial institution located outside of the United States. A foreign currency is any currency other than United States dollars. Some foreign items are payable in United States dollars and others are payable in a foreign currency. You should be cautious about accepting foreign items because foreign items are not subject to United States laws or regulations. A foreign item may be returned unpaid much later (sometimes many months later) than checks or other items that are drawn on financial institutions in the United States. If a foreign item is returned to us unpaid or there is some other problem with the foreign item, you are responsible for the item and you may incur a loss. We charge a non-refundable Foreign Item Collection Fee upfront, for each non-US item that we accept for deposit. This fee is set forth in our Fee Schedule | Wellby Financial (https://wellbyfinancial.com/rates-center/fees-pdf/).

Foreign Currency Conversion: Exchange rates fluctuate, at times significantly, You acknowledge and accept all risks that may result from such fluctuations. If we assign an exchange rate to your foreign exchange transaction, that exchange rate will be determined by us our sole discretion based on upon such factors as we determine relevant without limitations including without limitation market conditions, exchange rate charged by other parties please, market risk, and other market conditions, and is subject to change at any time without notice. Exchange rates offered by other dealers or shown at other sources by us or other dealers (including online sources) may be different from our exchange rates. We do not accept any liability for our exchange rates. Any and all liability for our exchange rates is disclaimed.

Foreign Currency Orders: We may offer currency exchange services through a third party. We make no warranties in connection with their services.

Collection Item Processing: At our option, we may take an item for collection rather than for deposit. We route and process collection items separately and will not be liable for the negligence of any correspondent bank or institution nor for any loss incurred in transit when items are forwarded to correspondents. We normally credit your account for collection items only after we receive payment for them. If we do credit your account and then do not receive payment, we may debit your account for the amount of the item, even if it causes your account to become overdrawn. You agree to bear the risk of any change in the exchange rate with respect to any items that may be payable in foreign currency. You agree that we may charge back any item before payment without notice, regardless of whether the item has been returned.

Financial institutions in the collection process and the financial institution on which the collection item is drawn may charge fees. If a financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your Account. A financial institution may subtract its fee from the amount of the payment we receive. You have to pay these fees even if the collection item is returned unpaid.

Indorsement Standards

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

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g., additional indorsements, ID information, driver's license number, etc.) must fall within 1 ½" inch area of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 ½" inch area of that edge. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements or indorse in our presence.

You and all other indorsers must make your indorsement within this prescribed area. IF ANY INDORSEMENT OR OTHER WRITING THAT YOU OR ANY OTHER INDORSER MAKES CAUSES ANY ERROR OR DELAY IN THE PROCESSING OF THE ITEM, YOU AGREE THAT YOU WILL BE LIABLE FOR ANY LOSS THAT WE INCUR AS A RESULT OF THAT DELAY OR ERROR, AND YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM ANY SUCH LOSS.

Substitute Checks, Indemnified Copies, Images and Image Replacement Copies

In some cases, we may be sent an indemnified copy of your original check, an image replacement document (IRD), a substitute check, or an image of your check instead of the original item. We may act upon presentment of an IRD, indemnified copy, substitute check, or the image of your check and pay these items against your account, just as if the original item had been presented.

Substitute Checks: To make check processing faster, federal law permits credit unions and banks to replace original share drafts (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 the share drafts that you receive back from us may be substitute checks. This notice describes the 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 laws with respect to those transactions.

Your 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 $2,500.00 of your refund (plus interest if your account earns interest) within ten (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 of the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

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 wellbyfinancial.com by signing on to Online or Mobile Banking and send us a secure message, call us at (281) 488-7070, or write us at Wellby, P.O. Box 58346, Houston, TX 77258. 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 may extend this time period if you are not able to make a timely claim because of extraordinary circumstances.

Your claim must include the following:

- Description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect)
- Estimate of the amount of your loss
- Explanation of why the substitute check you received is insufficient to confirm that you suffered a loss
- Copy of the Substitute Check
- Copy of the statement showing the cleared item

ATM/Debit Card and Other Access Devices

We may issue to you a physical or virtual Wellby ATM/Debit Card, which may also be referred to as a "debit card" and a PIN. By using your debit card, you agree to the terms and conditions provided below. The accounts you link to your debit card are referred to in this Agreement as "designated accounts." Your debit card is an access device used to access funds in eligible Wellby designated accounts. If you requested access to multiple accounts, you chose one checking account and one savings account as your primary checking and savings accounts. We may limit the number of accounts that can be linked to a debit card. Your debit card may have PIN only functionality based on system parameters for the designated accounts linked.

Your debit card will be restricted and closed if we consider your account to be inactive or dormant.

Using Your Cards

Using your debit card can include using your physical card or using it through a Mobile Device. The chart below will help you understand where you may make withdrawals or card purchases.

Action	Full Function Debit Card	PIN Only Debit Card
To purchase or pay		
At merchants who accept payments through Visa	☑	☑
Pay bills directly to merchants or other providers at merchants who accept mobile payments	☑	
Request cash back when making a purchase with your PIN at merchants who offer this service	☑	☑
At Wellby ATMs		
View your Account balances	☑	☑
Withdraw cash or (make deposits at select locations)	☑	☑
Transfer funds between your Accounts	☑	☑
At non-Wellby ATMs		
View your Account balance (fees may apply)	☑	☑
Withdraw cash (fees may apply)	☑	☑
Transfer funds between your Accounts (fees may apply)	☑	☑
At other locations to withdraw money using your physical card		
Wellby branches	☑	☑
Non-Wellby that accept Visa branded cards when a teller helps you with your transaction (fees may apply)	☑	
Via electronic credit transfers		
Receive transfers, such as those through card networks or funds transfer systems	☑	

Safeguarding PIN

You have selected or have been provided with a special PIN, a code you must enter into the ATM or that you may be required to enter into the POS terminal whenever you use your debit card. For your own protection, please memorize the PIN, and do not keep any notation of the PIN on the ATM/Debit Card or in the same wallet or purse as the debit card, and do not disclose the PIN to anyone who is not authorized to use your debit card. You are responsible for safekeeping your PIN and will notify the Credit Union immediately via telephone at 281-488-7070 and send a notice or written confirmation if your PIN is disclosed to anyone other than the joint owner(s) of your account. When you use your pin, you authorize us to withdraw funds from your account to cover such transactions. If you disclose your PIN to anyone, you understand that you have given them authorized access to your Account (s) and that you are responsible for any transactions that person authorizes or conducts on any of your accounts, even if that person exceeds your authority. If you give or make reasonably available your card number, card, or PIN, you may be liable for the use made of such until you advise us that such person is no longer authorized to use them. If you default on any amounts you owe under this Agreement, you agree to pay all attorney fees and collection costs incurred by the Credit Union to the extent allowed by law.

Debit Card Limits

To protect your balance, we place daily dollar and velocity limits on ATM withdrawals, deposits, and card purchases, even if your available balance is higher than the daily limit. Refer to the Wellby Electronic Funds Transfer Disclosure for details on transaction limits. However, we may allow transactions that exceed your limits, temporarily reduce your limits without notice, for security purposes, and/or change your limits.

Charges for ATM/Debit Card Transactions

ATM Fees: When you use your debit card at a non-Wellby branded ATM, the ATM owner/operator may charge you a fee for your use of their ATM, and you may be charged a fee for a balance inquiry, even if you do not complete a cash withdrawal or funds transfer. You may also be charged a fee by us, as disclosed in our then current Fee Schedule, for each cash withdrawal, funds transfer, or balance inquiry that you may make using a non-Wellby branded ATM. Wellby provides access to surcharge-free ATMs through the AllPoint and Pulse ATM networks.

Foreign Exchange Transactions: The exchange rate applied to card transactions that occur in a different currency will be selected by the network that processes the transaction. The network will select from the range of rates available in wholesale currency markets or a rate mandated by the government, that issues or controls the currency in that country on the date it processes the transaction. The processing date on which the exchange rate is applied may differ from the date you used your card. When the card transaction is posted to your account, we will charge a Foreign Exchange Rate Adjustment Fee on the card transaction amount after conversion to U.S. dollars.

Fraud Monitoring

Wellby employs fraud monitoring and protection capabilities to help guard against debit card fraud. These protection systems are designed to block transactions that occur outside of our members' ordinary purchase patterns and may block domestic and international transactions considered high risk or suspicious. To avoid the inconvenience of having your debit card blocked, you may notify us by calling 281-488-7070 or 800-940-0708 when making large purchases or traveling.

Reporting Compromised, Lost, Stolen Card or PIN

You agree to notify us immediately if you believe your card number, card, or PIN has been lost, stolen, or learned by an unauthorized person; or if you believe that an EFT (Electronic Funds Transfer) has been made without your permission, using information from your check. Changing your PIN and notifying us immediately via telephone at 281-488-7070 are the best ways of limiting your liability for unauthorized transactions or compromised account information. You should send us a written notice following your telephone call. You could also notify us by secure message from Online or Mobile Banking. You could lose all the money in your Account, plus if you have an Overdraft Protection plan linked to your account, any transfers from another account or any advances on a personal line of credit account.

If unauthorized activity occurs, you agree to cooperate during the investigation and complete the Lost/ Stolen Card Fraud Claim Form report or similar affidavit.

Unauthorized Debit Transactions

As a consumer, you have protections under Regulation E that may limit your liability for unauthorized transactions. See the Wellby Electronic Funds Transfer Disclosure for information about your rights and responsibilities for unauthorized transactions.

Visa Card Zero Liability

You may have additional rights under the Visa rules. Provided that the PIN is not used as the cardholder verification method, you will not be responsible for unauthorized debit card use under the following conditions:

- Your Account is in good standing (See the Member in Good Standing section of the Wellby Membership Agreement and Account Disclosure for more information.)
- You have exercised reasonable care in safeguarding your card from any unauthorized use
- You have not reported two or more unauthorized events in the past 12 months.

If you have questions regarding zero liability coverage, or you suspect unauthorized use of your debit card, contact us IMMEDIATELY.

Transaction Processing and Posting Order

Account Balance

Credits, like a check or cash deposit, increase your account balance. Debits, like ATM withdrawals and debit card transactions, decrease your balance. Your checking account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending.

Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (i) holds placed on deposits; (ii) holds on debit card or other transactions that have been authorized but are not yet posted; and (iii) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card, and other electronic transactions. It is important to keep in mind that for debit card transactions, we check your available balance at two separate times – first at the time a merchant authorization request is received, and second, when the transaction "settles" and posts to your account. If your available balance is sufficient to cover a merchant's authorization request, the authorization request will be approved, and an authorization hold will be placed on your account in the amount of the merchant's authorization request. If the transaction later "settles" and posts to your account when the merchant or merchant's financial institution requests payment at a time when the available balance is insufficient to pay the posted transaction without causing an overdraft (i.e., paying the posted transaction results in an available balance of less than $0), we will charge a Returned Item Fee on that transaction even though the available balance was sufficient to cover it at the time the transaction was authorized. IT IS VERY IMPORTANT TO UNDERSTAND THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE ACCOUNT'S AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION THAT YOU WANT TO MAKE.

Your account's Available Balance may not reflect every transaction you have initiated or previously authorized, including without limitation, your outstanding checks, automatic bill payments that you have authorized, authorized automatic withdrawals (such as recurring debit card transactions, transfers, and ACH transactions that we have not received for payment or received too close to our nightly/daily processing to include in your account's Available Balance), the final amounts of debit card purchases (e.g., we may authorize a purchase amount prior to a tip you add), debit card transactions that have been previously authorized but not sent to us for final pay (e.g., we must release the transaction authorization hold after three (3) business days even though the transaction may be sent for payment from your account, which we must honor, at a later date), and other outstanding transactions that have not been paid from your account. For example, an outstanding check will not be reflected in your Available Balance until it is presented to us and paid from your account. For debit card transactions involving merchant authorization holds (see "Transaction Holds" section of this Agreement), because there may be a longer delay between an authorization hold being applied and the transaction posting, this can sometimes result in a Returned Item Fee, based on an insufficient available balance at the time of a transaction posting, even if the available balance was sufficient earlier at the time of the authorization hold being applied. Your account's Available Balance also may not reflect recent deposits to your account that are subject to our Funds Availability Policy. Therefore, in order to avoid fees and/or overdrawing your account, it is imperative that you take into consideration the availability of funds in your account under the terms of this Agreement and keep track of each deposit, use, transaction, and withdrawal (including without limitation, checks drawn on your account, debits, debit card purchases, ACH transactions, ATM withdrawals, fees, and any other withdrawal or payment transactions on your account), because you as the account

owner(s) is/are in the best position to know each of the activities occurring (or that have been scheduled and/or authorized to occur) on your account, and therefore, the funds available for use or withdrawal.

You should assume that any item which would overdraw your account based on your available balance may create an overdraft. You may check your available balance online at wellbyfinancial.com by signing on to Online or Mobile Banking, by calling us at (281) 488-7070 or (800) 940-0708, at an ATM, or visiting a branch.

Posting Order

The law permits us to pay items, such as ATM card and debit card transactions, over-the-counter checks, withdrawals and wire transfers, closing withdrawals, internal Wellby transfers and account and transaction fees, Automated Clearing House (ACH) transactions, and checks (each an "Item Type"), drawn on your account in any order and we reserve the right to change the methods used to prioritize the payment order of items without providing you with advance notice of such a change.

Our processing order might not be the same as the order you make transactions on and could result in overdrafts. You can avoid overdrafts on your account by always making sure you have enough available funds in your account to cover your transactions. Please see the Funds Availability Disclosure for more information on when we make funds available to you.

We provide you with visibility into how transactions are posted and in what order to help you better manage your account. When we transition from one business day to the next business day, we post transactions to and from your account during our nightly processing.

We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted throughout the day in order of receipt.

When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments from low to high dollar value.

Transaction Holds

Authorization Holds: We are permitted to place a temporary hold against funds in your account related to an ATM or debit card transaction authorization request by the ATM, point-of-sale location, or other payee. This type of hold is an authorization hold, and *it will be subtracted from the available balance in your account in chronological order by the date and time the authorization request was received by Wellby from the ATM, point-of-sale location, or other payee.* In the case of point-of-sale locations such as gas stations, hotels, and restaurants, the authorization hold requested by that point-of-sale location may be different than the actual transaction amount because the actual transaction amount may not be known by such point-of-sale location when it sends an authorization request to us. In such cases, there may be no authorization hold, or the amount of the authorization hold may be different from the final transaction amount posted to your account. We will place an authorization hold on your account for up to 3 business days (or such other period of time permitted by payment network rules governing your transaction) from the time of the authorization until the transaction is submitted to Wellby for payment from your account. If the authorized transaction is not submitted for payment from your account during the authorization hold period, Wellby will release the authorization hold, which will increase your available balance until the transaction is submitted to us for payment from your account.

Holds on Other Funds (Check Cashing): If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. (These funds will be available at the time that funds from the check we cashed would have been available if you had deposited the check.)

Holds on Other Funds (Other Accounts): If we accept for deposit, a check that is drawn on another financial institution, 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.

Pending Transactions

When you review your account during the day, you may notice that we show some transactions as "pending". These transactions impact your available balance but have not yet posted to your account and do not guarantee that we will pay these transactions to your account if you have a negative balance at that time. We may still return a transaction unpaid if your balance has insufficient funds during that

business day's nightly processing, even if it had been displayed as a "pending" transaction on a positive balance during the day. If a transaction that you made or authorized does not display as "pending," you are still responsible for it, and it may still be posted against your account during nightly processing.

Internal Preauthorized Payments/Transfers

If you have scheduled automatic internal payment/transfer between Wellby accounts/loans and the preauthorized amount for the account transfer is not available on the date of disbursement, we will attempt to process the transaction up to 15 calendar days. If unsuccessful, the agreement will be canceled on the 16th day and resume on the next disbursement date.

Transactions Using Our Telephone Banking System

You may use our Telephone Banking Services to speak to us to get your account information, transfer funds between your accounts with us, or pay qualifying Wellby loans or credit cards. You must have a PIN to use the Telephone Banking Services.

End of Day Transactions

Transactions initiated after 10:00 p.m. will post immediately with the effective date of the next day.

Account Transaction Limitations

Accounts such as Share (Term) Certificate accounts have transaction limitations: After the account is opened, you may not make additions to the account until the maturity date stated on the account. If you withdraw funds after the account is opened, partial withdrawals are not permitted. All funds must be withdrawn as part of an early withdrawal, and you may be charged a fee as disclosed in the Early Withdrawal Penalties. For all new accounts, during the first 30 days, the account holders will not be permitted to use a Shared Branch to deposit or withdraw funds.

Insufficient Funds, Overdrafts and Returned Items

Uncollected/Held Funds

We reserve the right to return and/or refuse to pay any check, in-person withdrawal, ATM withdrawal or other electronic item or instruction which is presented for payment against uncollected/held funds. A fee may be deducted from the account for any item drawing against uncollected funds, whether the item is paid or returned unpaid, in accordance with our then current Fee Schedules.

Returning Items for Insufficient Funds

You do not have the right to write a check or draft, to make an ATM or other withdrawal, or to initiate or have an automatic debit processed against your account for an amount that exceeds your available balance (If you're enrolled in an overdraft protection, we'll transfer available amounts from a designated linked account, to cover the transaction in accordance with the agreement governing your overdraft protection plan). At any time before final payment (as defined in the Uniform Commercial Code 4A) we may return any check, draft, image, negotiable order of withdrawal, electronic debit or other item presented for payment against your account when there are insufficient available funds in your account to pay the item or if for some other reason the item is not good or payable. In addition, we may charge a fee for each item returned in accordance with our current Fee Schedule.

Insufficient Funds and Returned Item Fees

We will charge a fee during nightly processing for any item presented on a business day when your account is overdrawn, whether or not we pay the item. If we pay it, we will charge an Insufficient Funds Fee. If we return it, we will charge a Returned Item Fee (even if we later decide to pay that item after initially deciding to return it). Special rules for everyday debit card transactions are described in the *Electronic Funds Transfer Service Terms*.

Refer to your product information and Fee Schedule for information about what fees apply and how fees are calculated for your account.

Overdraft Situations

An overdraft occurs when you do not have a sufficient available balance in your designated account to cover a transaction, but we may still pay it anyway. Generally, we do not permit overdrafts for ATM withdrawals and cashback transactions and will not authorize and pay overdrafts for everyday debit card transactions against your designated account unless you have authorized us to do so. You understand and agree that even if you have authorized us to do so, you have no right to overdraw your account at any time, for any reason, and our decision to pay overdraft items is solely within our discretion. You further agree that if we elect to pay overdraft items, you must deposit additional funds into your designated account immediately in an amount sufficient to cover the overdraft and to pay us fees for each overdraft item in accordance with our current Fee Schedule. If the amount of the overdraft causes you to exceed the amount of credit available on the overdraft protection line of credit or balance in the overdraft protection deposit account linked to the overdrawn deposit account, you agree to pay the amount by which the deposit account has been overdrawn plus all associated fees and charges as reflected in our current Fee Schedule and the applicable line of credit agreement.

Overdraft Protection

Overdraft Protection allows you to link one of your designated accounts as your backup account to your checking account to help avoid problems associated with Overdrafts and insufficient or declined items. If your checking account does not have a sufficient available balance, with your permission when you opt-in, we will use the available funds from your backup account to authorize or pay transactions. See the Overdraft Protection Service Disclosures | Wellby for more information.

Establishing or Canceling Overdraft Protection

Any owner of both a qualifying checking account and the backup account may enroll in Overdraft Protection without the consent of other owners. Any owner of the checking account or the backup account may cancel Overdraft Protection (by terminating the service or closing the account) without the consent of other owners. A backup account can provide Overdraft Protection for more than one checking account, but a checking account can have only one backup account. A personal checking account may be linked to a Wellby savings account or a line of credit in good standing.

If you wish to designate a different savings account for Overdraft Protection transfers, you may call us at (281) 488-7070, visit a local branch or send us a secure eMessage through online banking. Changes to your overdraft services can be made at any time by visiting our website, by phone at (281) 488-7070, or by visiting a local branch. Any requested change may be subject to processing time and may not occur immediately. We will provide confirmation of election changes. We may cancel your Overdraft Protection service at any time.

Overdraft Protection Transfers

If your backup account has available funds to cover a charge, we will automatically transfer the necessary funds amount to bring your checking account balance to zero.

If your backup account does not have a sufficient available balance amount to bring your checking account balance to zero, but it does have enough to cover/pay one or more transactions and/or your previous day's negative balance, we will transfer that amount. If the amount transferred is not sufficient to bring your checking account balance to zero, your checking account will become overdrawn, and you may be charged Insufficient Funds or Returned Item fees.

If we authorize your transaction, the funds will remain in your backup account until we pay the transaction, which may take several days. However, if you use those funds before the transaction is paid (processed), there may not be sufficient available balance to transfer, and cover the transaction; potentially, resulting in an overdrawn checking account and an Insufficient Funds Fee charge. The available balance for a savings account is determined at the time we authorize a transaction or at the end of business day processing. The available balance for a line of credit is determined at the end of the previous business day's processing. We are not required to notify you if funds from the backup account cannot be transferred for Overdraft Protection (for example if the account is dormant, purged, restricted or not in good standing).

Overdraft Steward and Overdraft Steward with Debit Card Coverage

Overdraft Steward and Overdraft Steward with Debit Card Coverage are offered as a courtesy to our members who qualify for this service. Do not rely on Overdraft Steward services to pay your items regularly as it is intended only as a courtesy in the event you accidentally overdraw your account. Overdraft Steward is a standard overdraft practice included on your Checking Account for checks and ACH transactions made using your Checking Account number, and automatic bill payments, unless you ask us to not use Overdraft Steward for your account for these types of transactions.

Due to regulatory requirements, members must "opt-in" to Overdraft Steward for everyday debit card transactions. Your ability to "Opt-In" or use of the program may be limited or restricted to prevent structured or intended abuse of the program. Fees associated with the Overdraft Steward programs are set forth in the Fee Schedule | Wellby Financial. (https://www.wellbyfinancial.com/rates-center/fees-pdf/). Overdraft Steward can be revoked at our sole and absolute discretion. If you elect and qualify for an Overdraft Protection plan, this plan will kick in prior to Overdraft Steward services. (An Overdraft Protection plan consists of a link to a backup account such as a Wellby Savings Account or a Wellby Line of Credit. There are no fees associated with an Overdraft Protection plan. In the event an Overdraft Protection plan is utilized, we will use our best efforts to transfer funds from the eligible Savings Account to your Checking Account, or to make an advance of funds under the eligible Line of Credit Agreement to your Checking Account, to remedy the overdraft.) Our Overdraft Steward service may be available when your eligible Overdraft Protection plan has insufficient coverage.

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction, even if you have asked us to do so. We may not assess a fee if the amount you are overdrawn after all transactions have cleared or posted for the business day is less than $20. If we do not authorize and pay an overdraft, your transaction will be declined, and Insufficient Funds Fee(s) will be charged. In the event that we do pay any such order or item, we will not waive our right to dishonor any subsequent orders or items presented. Each Party to any of your accounts will be jointly and severally liable for overdrafts (including without limitation the applicable fees) and other obligations owed to us that are caused by any other Party to the account. The negative balance and applicable fees must be remedied by you within forty-five (45) days. If you do not have a sufficient available balance in your account to cover a transaction, and at the time of the transaction, no overdraft practices or protection plans exist on your account (i.e., you have opted out of, or you are ineligible for Overdraft Steward services), then the transaction will be declined. The item will be returned unpaid due to insufficient funds, and an Insufficient Funds fee will be charged per item. Please see Overdraft Protection Services and the Truth in Savings Fee Disclosures for additional details.

Establishing or Canceling Overdraft Steward and Overdraft Steward with Debit Card Coverage

Any owner on the account has the right to elect or update coverage at any time. You may change Overdraft Steward preferences by completing the online form at wellbyfinancial.com/account-forms or visiting a Wellby branch. You may change Overdraft Steward with Debit Card Coverage preferences by accessing your account online or via mobile banking and changing elections via the Overdraft Steward Debit Card Coverage tool located in account settings or completing the online form at wellbyfinancial.com/account-forms or visiting a Wellby branch. You can also review the Overdraft Steward Disclosure anytime online at wellbyfinancial.com/disclosures.

Overdrawn Accounts and Forced Closure/Charge Off

You agree to deposit sufficient funds to cover any Overdraft and any service fees upon notice of an Overdraft, and to reimburse the Credit Union for any costs we incur in collecting the Overdraft from you, including, without limitation, reasonable attorneys' fees, and the costs of litigation to the extent permitted by law. Failure to deposit sufficient funds to cover an Overdraft within forty-five (45) days, may result in the Credit Union's forced closure of the Account, also known as charge off. If your Account is closed for unsatisfactory handling, the Credit Union is permitted to report all Account owners to reporting agencies, as governed by the Fair Credit Reporting Act. The Credit Union has the right to legally collect the full amount of the charged off balance for the applicable period of time as permitted by state law.

Preauthorized (Recurring) Transfers and Stop Payments

You may use your account or debit card to make recurring payments. If these recurring payments vary in amount, the payee will tell you the amount and date of the next payment at least ten (10) days before the payment due date. You may choose to receive this notice from your payee only when the payment differs by more than a certain amount from the previous payment or when the amount falls outside certain limits that you set.

You can stop some payments before the scheduled payment date in the following ways:

1. If you provided your card number for the recurring transfer, you must contact us by telephone or visit a branch and give us the exact card number. We will close the card, and you can replace it with a new card and card number upon request.

2. If you provided your account number and routing number for ACH direct debits to your account (both recurring and one-time payments), you must contact us by telephone or visit a branch and give us your account number and the exact name of the payee. We will also need the exact amount of the payment, a range of amounts or instruction to block all payments from the named payee. We will charge a Stop Payment Fee. We are not responsible for stopping payment on ACH transactions if you do not provide this information or if you provide inconsistent or inaccurate information. We may refuse a payment to a payee with a similar name that we believe to be the same payee; however, we are not liable if we don't refuse the payment. If you see a "pending" payment for a different amount or for a different payee than the stop payment you placed, contact us before the end of the business day so we can try to refuse payment. We may send you a written confirmation of your stop payment. We may rely on the information in the confirmation unless you notify us immediately of any errors. We may stop multiple transactions that have the amount and exact payee name you provided unless you cancel your stop payment request.

Stop Payment Restrictions

You may not stop payment on a check that is used to purchase a Cashier's Check, on the purchased Cashier's Check (except as otherwise provided by applicable law), or on any item that has already been cleared or has been paid.

Stop Payment Timeframes

For personal accounts, your stop payment request for electronic funds transfers will remain in effect until the earlier of: (a) the withdrawal of the stop payment order by you or another authorized account holder; or (b) the return of the related transaction. If you tell us that your desire is to revoke any previously established authorizations, the stop payment will remain effective until you tell us to remove it. We are not responsible for any fees that may be assessed to you by merchants because you revoked their authorization.

If you set up recurring or one-time bill payments or transfers through wellbyfinancial.com, you can use that service to cancel pending and future payments.

If you previously set up recurring account transfers in the branch, you can cancel those pending and future transfers through Online Banking, by calling us or by visiting a branch.

A stop payment order on checks will be effective for six months and must be renewed every six months thereafter, if you wish for it to be extended. A stop payment order, a renewal of an order, or a revocation of any such order shall not be effective, unless delivered to a member of our staff during our regular business hours and until we have had a reasonable opportunity to act on it. Any stop payment order, renewal, or revocation will incur a charge as set forth on our Fee Schedule.

If the account requires multiple signatures to transact the withdrawal of funds, it is understood that we will recognize and accept stop payment instructions from any one authorized signer. YOU AGREE TO RELEASE AND HOLD US HARMLESS FROM ANY CLAIM, LOSS, DAMAGE, OR EXPENSE THAT WE MAY INCUR, INCLUDING ATTORNEY'S FEES, RESULTING FROM OUR REFUSING PAYMENT OF ANY ITEM ON WHICH YOU HAVE STOPPED PAYMENT OR FROM THE PAYMENT OF ANY ITEM AFTER YOUR STOP PAYMENT ORDER HAS EXPIRED.

Due to computer system limitations, we can intercept an item subject to a stop payment order only if the precise amount, date, check number, name of payee, and any other information that we may reasonably require is provided.

We must receive your request at least three (3) business days before the payment is scheduled to be made. If you call us, we may also require you to put your request in writing to the above address and to get it to us within fourteen (14) days after you call. If you do not, then your verbal request will expire after fourteen (14) days. If the order is made verbally, we have no obligation to honor it, but we normally will accept a verbal stop payment order. We will charge you a fee as disclosed in our then current Fee Schedule for each stop payment order you give.

Merchants may allow returns or refunds on purchases; however, except as provided above for recurring payments, you cannot stop a one-time payment on any ATM/Debit Card transactions. For this reason, you should inquire about the merchant's return or refund policy before entering into a purchase transaction. Merchandise purchased using your ATM/Debit Card that is subsequently returned will be reflected as a credit on your designated account statement, provided you elect to have the return credited to your designated account. Please refer to Electronic Funds Disclosure for information on error resolution.

Varying amounts: If these regular payments vary in amount, the person you are paying must tell you ten (10) days before each payment when it will be made and how much it will be. If you do not know this information, you may be unable to have the payment stopped without closing your account. (If we are required to provide this notice, 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.)

Our Liability for Stop Payments

For any transaction discussed above, requests to stop payment must be made three (3) business days or more before the transfer is scheduled, and if we do not do so, we will be liable for your actual losses or damages. We will pay other damages only as required by applicable law. We will not be liable for any consequential or special losses or damages unless we act in bad faith. In addition, we will not be liable if the merchant or other third party initiating the transaction changes the dollar amount of the transaction or makes other changes so that we do not recognize it as the payment you stopped. You agree that we will not be liable for any inadvertent payment of any item, notwithstanding a stop payment order, if we have used ordinary care and followed our usual practices in handling such an order. If an item is paid over a valid stop payment order due to our failure to exercise ordinary care, we may be liable to you for any loss you suffer as a result of that inadvertent payment. You agree, however, that it will be your responsibility to establish any such loss. You agree that we will never be liable for more than your actual loss and that we will not be liable for any consequential damages. If we do credit your Account after paying an item over a valid stop payment order, you agree to take whatever action we deem necessary to transfer to us all of your rights against the payee or holder of the item and to assist us if we take legal action against the payee or any other person. For information concerning your right to stop payment of preauthorized electronic fund transfers, please refer to your Electronic Fund Transfers Agreement and Disclosures.

Funds Transfer Services

The following provisions apply to funds transfers you send or receive through us but do not apply to electronic funds transfers governed by Regulation E, Subpart A of the Consumer Financial Protection Bureau. We provide separate agreements to you that govern the terms of some funds transfer services, including separate agreements for online and mobile banking. If you have a specific agreement with us for these services, these provisions supplement that agreement to the extent these provisions are not inconsistent with the specific agreement.

Funds transfers made to or from your account may be processed through the Federal Reserve's Fedwire Funds Service and are governed by Article 4A of the Uniform Commercial Code (UCC), as adopted in the State of Texas, and where applicable by federal law.

Account numbers on funds transfers: If you instruct us to send a funds transfer, such as a wire or ACH transfer, we and every other financial institution involved in the transfer may rely on any routing number or account number you provide. If the funds transfer instruction gives both a routing number or account number and a name, and the name identifies a different person from the financial institution or account owner identified by number, we and other financial institutions that handle the funds transfer may still rely exclusively on the number. We have no duty to detect any inconsistency between the routing number or account number and the name.

Rejection of Fund Transfers: We have no responsibility to accept any incoming funds transfers for your benefit. Likewise, we have a right to reject any outgoing funds transfers for reasons including, but not limited to, insufficient or uncollected funds in the account specified in the funds transfer request; failure to comply with our established security procedures or our inability to execute the funds transfer due to reasons described elsewhere in this Agreement, including technical limitations or legal restrictions; or our inability to verify the authenticity of the funds transfer request.

Force Majeure: We will not be liable for our inability to perform our obligations under this Agreement when such an ability arises out of causes beyond our control, including but not limited to, any act of God, accident, labor disputes, power failures, system failure, equipment malfunction, suspension of payment by another financial institution, refusal or delay by another financial institution to accept the funds, war, emergency conditions, fire, earthquake or the failure of any third party to provide any electronic or telecommunications service used in connection with the execution or cancellation of a funds transfer.

Remittance Transfers (International Wires)

The Credit Union may execute certain payment orders for you, known as remittance transfers. You are responsible for providing us with the name and address of an intermediary bank at the time of the funds transfer. If you do not supply us with an intermediary bank, we will select one of our choosing. We will not be held liable if we have not confirmed the intermediary bank with you.

Your rights with respect to remittance transfers, including disclosure, error resolution and cancellation rights, will be explained to you with each remittance transfer transaction you initiate, either orally or in writing prior to transmitting funds.

We may charge fees for sending or receiving a funds transfer we may deduct our fees from your account or from the amount of the transfer. Other financial institutions involved in the funds transfer may also charge fees. For applicable fees see the Wellby Schedule of Fees.

Selection of currency: unless you state otherwise on the funds transfer requests form, funds transfers sent to foreign countries may be converted to the currency of the destination country at our rate of currency exchange for remittance transfers. even if you tell us that you want the funds transfer sent in U.S. Dollars, we cannot guarantee that the beneficiary/designated recipient will receive the funds in U.S. currency. The actual amount that the beneficiary/designated recipient receives may be reduced by fees and taxes imposed by the beneficiary bank, or a corresponding bank, including currency conversion charges.

Refunds: Refunds of U.S. dollar domestic funds transfer requests shall be in U.S. dollars in the amount of funds provided by you at the time of the funds transfer, less any fees imposed by financial institutions involved in the funds transfer, including our applicable fees. Refunds of U.S. dollar international funds transfer requests shall be in U.S. dollars in the amount of U.S. dollars that we receive from the bank returning the funds to us at such bank's rate of currency exchange, less any fees, therefore; Refunds of foreign currency international funds transfer requests shall be in the total amount of foreign currency funds provided by you at the time of the funds transfer; at the then current rate of currency exchange. You shall bear all risk of loss due to fluctuation in the currency exchange rate.

Sending Funds Transfers

You may subscribe to certain services we offer, or you may give us other instructions to pay money or have another financial institution pay money to a beneficiary. This Sending Funds Transfer section applies to wire transfers (excluding Remittance Transfers) and transfers between your Wellby accounts. It does not apply to transfers made through the ACH (Automated Clearing House) network, which are governed by separate terms.

Timing of Payment Orders: A payment order (such as a wire transfer instruction) is considered received by the Credit Union when it is received in a form that complies with our established security procedures and during our normal business hours. If a payment order is received after our daily cutoff time for processing, or on a non-business day, it may be treated as received on the next business day.

Cutoff Times for Payment Orders: we have established cutoff times for processing payment orders, which may vary depending on the type of transfer. We may treat payment orders we receive after a cutoff time as if received the next business day. Current cutoff times are available upon request.

Security Procedures: To help verify the authenticity of payment orders and protect against unauthorized transfers, we may establish and require you to comply with certain security procedures. These may include personal identification numbers (PINs), passwords, secure online credentials, callback verifications, or other commercially reasonable methods.

By initiating a wire transfer or other payment order, you agree that our security procedures are commercially reasonable for the type, value, and frequency of payment orders you initiate. If a payment order is issued in accordance with the agreed-upon security procedures, it will be considered effective as if authorized by you, even if you did not in fact authorize the order. In such cases, you will be liable for the full amount of the transfer and any associated fees.

You are responsible for maintaining the confidentiality of any security credentials provided to you. You must notify us immediately if you believe your security credentials have been lost, compromised or misused. Failure to do so may result in your liability for unauthorized transactions.

Amending or Canceling Payment Orders: you may not amend or cancel a payment order after we receive it; if you ask us to do this, we may make a reasonable effort to act on your request. But we are not liable to you if, for any reason, a payment order is not amended or canceled. You agreed to reimburse us for any cost, losses, or damages that we incur in connection with your request to amend or cancel a payment order.

Inconsistency of Name or Number: the beneficiary's financial institution may make payment to the beneficiary based solely on the account or other identifying number, even if the name on the payment order differs from the name on the account. We or an intermediary bank may send a payment order to an intermediary bank or other beneficiary's bank so we on the routing number even if the payment order indicates a different financial institution name.

Sending Payment Orders: We may select an intermediary bank, funds transfer system, or means of transmittal to send your payment orders. Our selection may differ from that indicated in your instructions.

Notice of Rejection: We may reject payment orders. We notify you of any rejection orally electronically or in writing. If we send written notices by mail, we do so in a reasonable time frame. We are not liable to you for the rejection or obligated to pay you dividends for the period before you receive timely notice of rejection.

Errors or Questions About Your Payment Orders: Errors in Payment Instructions: If you issue a payment order that includes incorrect information- such as an inaccurate account number, routing number, or beneficiary name- we may execute the order based solely on the information you provide. We are not obligated to detect such errors and are not responsible for resulting losses, even if the information does not match your intended recipient. If the payment order is processed in accordance with our security procedures, you will be responsible for the error and any associated loss. If we are able to recover funds from the beneficiary's financial institution, those funds may be subject to fees or deductions incurred during the recovery process.

We notify you about certain funds transfers by listing them on your account statement. In some cases, we may also notify you electronically, in writing or by a report produced through one of our information reporting services.

You must notify us at once if you think a funds transfer shown on your statement or notice is incorrect, you must send us written notice, including a statement of relevant facts, no later than 14 days after the date you received the first notice or statement on which the problem or error appears. If you fail to notify us within this 14-day period, we are not liable for any loss of dividends because of an unauthorized or erroneous debit or because your statement or notice is incorrect. We are not required to compensate you, and we are not required to credit or adjust your account for any loss of dividends or dividends equivalent.

Receiving Funds Transfers

We may receive instructions to pay funds to your account. We may receive funds transfers directly from the sender, through a funds transfer system, or through some other communication system. This includes wire transfers, ACH transfers that may be sent through an ACH system or processed directly to an account with us, transfers sent through transfer systems that deliver payments in real time, and transfers between Wellby accounts.

ACH Provisional Payment Rules: Under Nacha Operating Rules, funds transfers sent through the ACH network are provisional and may be revoked prior to the final settlement. You agree to these Rules. If the funds transfer is revoked before final settlement, we may charge your account for the amount credited. The person who sent the payment order is considered not to have paid you. If this happens, we do not send a separate notice; We report the information on your account statement.

Notice of Funds Transfer: we notify you that we have received funds transfers by listing them on your account statement. We provide statements to you by mail or through Wellby Online Banking if you selected electronic delivery through Online Banking for your deposit account documents. If you use one of our information reporting services, you may receive notice through that service. If you are expecting a funds transfer and want to find out if it has been credited to your account, you may access Online Banking or contact us via phone.

ACH Debits and Credits

From time to time, originators that you authorize may send ACH credits or debits to your account. For each ACH transaction, you agree that the transaction is subject to the Nacha Operating Rules then in effect. You agree that we may rely on the representations and warranties contained in these operating rules and either credit or debit your account as instructed by the originator of the ACH.

You agree to safeguard your account number and to disclose it only to parties who are personally known to you. Disclosing your account number to unknown parties increases the risk of unauthorized transactions on your account. You must notify us immediately of unauthorized activity.

Statements and Notices

Account Statement

Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will

have a complete understanding of each transaction listed. Active accounts receive an Account statement monthly for Checking and Loan accounts and quarterly for Savings, Money Market, Certificates, and IRA accounts. When there is no activity on your Account, we may choose not to provide a statement. Statement cycles generally vary from 28 to 33 days and may end on different days during the month. A statement cycle can be shorter than monthly. As examples, a statement cycle may only be a few days in length for the first statement cycle after an account is opened and a statement date is changed to link accounts for a combined statement. If you want to know the date your statement cycle ends, call us at the number for member service on your statement.

If you receive paper statements, we will mail them through U.S. mail to the current address listed in our records. Members receiving paper statements will be charged a monthly fee, per the Fee Schedule. To avoid this fee, members have the option of enrolling into e-statements. We have made the statement available to you on the day we mail your paper statement or notify you that the electronic (paperless) statement is available, even if your current mailing or email address is invalid. We may change your mailing address if we receive an address change notice.

Checking and savings statements are also generally available through secure.wellbyfinancial.com. However, if we provide a duplicate statement by mail, we may charge you a fee. You may generally obtain an additional copy of your statement by visiting a branch or requesting that we mail you a copy for a fee. If your statement is received at one of our offices, we may mail it to you or destroy it along with any other accompanying items.

Combined statement service offers a single statement that reports activity for all accounts linked to this service, instead of separate statements for each linked account, accounts must contain identical ownership in order to be eligible to receive combined statements. We may automatically send you a combined statement, as an example we may automatically link accounts that have same owners and provide account statements for those accounts, we may restrict what accounts can be linked for a combined statement. Please note that combining accounts on a single statement does not mean they are linked for pricing to determine which accounts can be linked, or link account or to link accounts, for combined statements or for combined balance pricing, please call us.

Electronic Statements

You will receive statements by mail unless you "opt in" and choose to receive them electronically (e-Statements) or if your account has had no activity other than dividends we paid. If you "opt in," you will no longer receive printed paper statements by mail. We reserve the right to revoke your electronic notice preferences if statements are returned to us as undeliverable.

Responsibility To Promptly Examine Each Account Statement

You have some responsibilities in connection with your statement. You must examine your statement with "reasonable promptness." You agree to notify us immediately and in any event within fourteen (14) days, if you fail to receive your statement. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 30 days from when we first send or make the statement available to you. Also, 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 must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we contributed to the loss). The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful.

Any objection you may have concerning any unauthorized withdrawal, any payment order (including a wire transfer), or any other item or deposit shown on or missing from a statement, except for electronic fund transfers, will be waived unless you have notified Wellby on or before the 33rd day following the date the statement is delivered (60th day if your claim relates to a substitute check), subject to applicable law. You agree that no legal action may, or will be instituted by you against us seeking the recovery of any alleged loss as a result of the payment of a forged, unauthorized, or altered item or as a result of any missing or diverted deposit, or due to any other error or discrepancy, unless you have provided us with notice within the period prescribed above and any such legal action shall have been instituted within two years after the date that the statement containing any such error was mailed or otherwise made available to you. **Please refer to your Electronic Funds Transfer Agreement and Disclosures to determine your notification obligations in the event of unauthorized electronic funds transfers or other errors in connection with such transfers**.

For security reasons, we destroy statements returned to us by the U.S. Post Office, so please notify us promptly if your address changes. We are not responsible for statements lost while not in our possession. You may obtain a copy of your statement for a fee. Current statements are also available via Wellby Online Banking. Members will receive the final statement after their account is closed on their normal statement date, depending on the type of account.

Reporting Problems and Unauthorized Transactions for Non-Electronic Funds Transfers

Problems and unauthorized transactions may include, but are not limited to, suspected fraud; missing deposits; missing, stolen, or unauthorized checks or other withdrawal orders; checks or other withdrawal orders bearing an unauthorized signature, Indorsement or alteration; illegible images; encoding errors made by you or us; and counterfeit checks.

Report Promptly

Your review of your statements, checks and other Items is an effective way to help prevent the wrongful use of your Account. You agree:

- to complete this review as soon as your statement is made available to you
- to report any problems or unauthorized transactions as soon as possible
- that sixty (60) days after we send a statement and any accompanying Items (or otherwise make them available) is the maximum reasonable amount of time for you to review your statement or Items and report any problem or unauthorized transaction therein
- that if you choose not to receive your statements, you remain responsible to review and report any errors within thirty (30) days from the statement date
- that if you are absent from your Account mailing address, you are responsible to make arrangements to have your statements reviewed for errors and report them in a timely manner

There are exceptions to this 60-day period referenced above. For forged, unauthorized or missing Indorsements, you must notify us within the period specified by the state law applicable to your Account.

Written Confirmation and Other Assistance

If you report to us that an unauthorized transaction has occurred on your Account, we may require you to confirm your report in writing. We may also require that you give us a statement, under penalty of perjury, about the facts and circumstances relating to your report and provide such other information and proof as we may reasonably request. If you assert a claim regarding a problem, you must cooperate with us in the investigation and prosecution of your claim and any attempt to recover funds. You also agree to assist us in identifying and in seeking criminal and civil penalties against the person responsible. You must file reports and complaints with appropriate law enforcement authorities. If you fail or refuse to do these things, we will consider your failure or refusal to be your ratification of the defect in the statement or Item, unauthorized transaction, or other problem and your agreement that we can charge the full amount to your Account. See the Electronic Funds Transfer Disclosure for more information related to special policies and procedures that apply to unauthorized Electronic Funds Transfers that are subject to Regulation E.

Our Investigation and Maximum Liability

We may take a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss. Except as provided by federal and state regulations, we do not have to provisionally credit your Account while we investigate any claimed loss. You agree to be liable to the Credit Union for any costs or expenses, including reasonable attorneys' fees, to the extent permitted by law, that the Credit Union incurs as a result of any dispute involving your Account and you authorize the Credit Union to deduct any such costs or expenses from your Account without prior notice to you. This obligation includes disputes between you and the Credit Union involving the Account and situations where the Credit Union becomes involved in disputes between you and an Authorized Signer, another joint owner, or a third party claiming an interest in the Account. It also includes situations where you, an Authorized Signer, another joint owner, or a third party takes action with respect to the Account that causes the Credit Union, in good faith, to seek the advice of counsel, whether or not the Credit Union actually becomes involved in a dispute.

Our maximum liability is the lesser of your actual damages proved or the amount of the missing deposit or the forgery, alteration or other authorized withdrawal, reduced in all cases by the amount of the loss that could have been avoided by your use of ordinary care. We are not liable to you for special or consequential losses or damages of any kind, including loss of profits and opportunity or for attorneys' fees incurred by you. These limitations on liability shall apply to any and all claims asserted against Wellby and its agents and employees, including claims for negligence and/or gross negligence to the full extent permitted by applicable law

Notices

When we inform you of changes affecting your rights and obligations, we do so by delivering or otherwise making a notice available to you. In some cases, we may post a notice of change in our branches or on our website. Otherwise, we mailed the notice to you at the address we currently show for your statement or, if you have agreed on this method, we may provide it to you electronically. We may also provide a notice as a message on your statement or as an insert with your statement. If a notice of change to this Agreement is returned to us as being undeliverable or because notices or statements we previously sent you, were returned to us as being undeliverable, you understand that the notices are available to you through our branches. You agree to that method of delivery and that changes covered in these notices are still effective and binding on you.

You agree that sending the statement or notice to one owner of an account qualifies as sending it to all owners, even if all owners don't have access to the mailing address of record for the account.

Annual Tax Statements

Tax statements such as 1098s and 1099s are mailed to you at the postal address we currently show for your account, even if you have elected to receive your notices electronically.

Other Terms and Services

Account Alerts

If you receive or otherwise use Account Alerts, you agree to the following terms. If you are enrolled with wellbyfinancial.com, the terms of the Online Service Agreement control the terms of these services instead. We may use a telephone number, email address, or other delivery point we have in our records for you or other contact information that you provide to us for these services so we can send you certain information about your account. You may be automatically enrolled to receive certain Account Alerts via email. To manage your Alerts preferences or cancel Account Alerts, use wellbyfinancial.com or Wellby Mobile or call us at 281-488-7070. We will send Account Alerts messages through your service provider, who will act as your agent and deliver them to you. Delivery of alerts may be delayed for various reasons, including service outages affecting your phone, wireless, or Internet provider; technology failures; and system capacity limitations. We do not charge for Account Alerts or text banking, but message and data rates may apply.

Account Alerts are provided for your convenience and do not replace your monthly statement, which is the official record of your account. Anytime you review your balance, keep in mind it may not reflect all transactions, including recent debit card transactions or checks you have written. You understand we may not encrypt information when it is sent to you through these services. This information may include personal or confidential information about you, such as account activity or the status of your account. You understand we are not liable for losses or damages from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in Account Alerts or information sent through text banking. If we suffer a loss, cost, or expense because you provide an incorrect telephone number, email address or other delivery point, or you violate applicable laws, you have to pay that amount to us.

Account Changes

You agree to notify us immediately and in any event within 30 days of any changes to your address or other personal/non- personal information on file with us such as changes to your legal name, physical or email addresses, other contact information. If you do not promptly notify us of the account changes, we may send notices, statements and other correspondence to you using the information maintained in our records for your account and you agree to indemnify us and hold us harmless for doing so. Informing us of your name or address changes on an online check reorder is not sufficient.

You agree to notify us in writing with any change in ownership or authorized signers of your account or if an owner or authorized signer on the account dies or is adjudicated incompetent.

If there is more than one owner and/or authorized signer on the account, any one account holder or authorized signer may request the account be closed with the consent of any other account holder or authorized signer. Further, any one account holder may request, and we may, at our option, permit the removal of any account holder or authorized signer without consent of any other account holder authorized signer on the account.

You acknowledge that we may, but need not, require a new signature card to be completed before any change in ownership or authorized signers becomes effective and each time you open a new account, we may require a Taxpayer Identification Number certification(s). You also acknowledged that we may require you to close your account in the event of any change in ownership or changing authorized signers.

After receiving notice of a change and all documents we require regarding the change, we may take a reasonable period of time to act on and implement the change to your account.

Informing us of your name change on an online check reorder is not sufficient. We require at least one of the following valid/unexpired acceptable items stating your new name: (i) Marriage Certificate; (ii) Divorce Decree; (iii) Social Security card; (iv) Court document; (v) Military ID (newly issued without a signature); (vi) state-issued driver's license; (vii) state-issued ID card from the Department of Motor Vehicles; (viii) Texas Concealed Handgun License.

We will attempt to communicate with you by use of the most recent addresses you have provided us. You authorize us to update your address on file if we are notified by the U.S. Postal Service of a change in your address as a result of returned correspondence. We reserve the right to restrict or cancel mailings to Members, joint owners or authorized signers who are in default of this Agreement due to incorrect address information.

Account Compromise

If you or we suspect that your account is or may be compromised, we may recommend that you close your account and open a new account. If there are any unauthorized transactions on your account, we recommend that you close your account and open a new one. If we recommend that you close your account and you do not do so, we are not liable to you for subsequent losses or damages on the account due to the unauthorized transactions. When you open a new account number, you are responsible for notifying any third parties that need to know your new account number.

Cash Exchange

We do not accept currency exchange/coin exchange. Exchange of cash and coin must be deposited into an account and then withdrawn. A coin processing fee is assessed on the value of all coins presented for deposit, payment, or exchange, whether presented loose or rolled.

Cash Transaction Reporting

To help law enforcement agencies detect illegal activities, the law requires that we gather and report information on some cash transactions. If the information we need to complete the report is not provided at the time of the transaction by you or the person conducting the transaction on your behalf, we may refuse to complete the transaction. This includes (but not limited to) refusing to provide current occupation and/or source of funds (who you received the currency from).

Change of Law by Agreement

If any part of this Agreement is inconsistent with any applicable law, then to the extent that law can be amended or waived by contract, you and we agree that this Agreement governs and that the law is amended or waived by this Agreement.

Check Cashing

For anyone cashing a check, member or non-member, we will require that you provide proper identification (which may include a current photo ID) at the time of the transaction. If you refuse to provide identification or are unable to do so, we may decline to complete the transaction.

Closing Your Account

The owner on an Account may close the Account at any time. Your right to close an Account is subject to any statutory or contractual lien existing in our favor, and any legal process levied against any such Account. We are not required to close your account at your request if you have pending transactions, the account is overdrawn, your account is subject to legal process (such as a garnishment, attachment, execution or levy) or any type of holds (such as collateral hold, decedent hold or deposit hold). In those cases, we will limit the types of transactions that you can make until pending transactions are paid or returned, the balance is no longer negative, and any legal restriction/hold has been released. The Credit Union may close an account if the balance drops below par value for a period of 90 days. The Credit Union may close an account due to inactivity in which the account no longer maintains a balance. A new account that is not properly funded within a 30-day period will be closed. After we restrict your account in preparation for closing, we will not pay any additional dividends on the account.

We will have no liability for refusing to honor any check drawn on a closed account. We have the right to advise consumer reporting agencies and other third-party reporting agencies of accounts closed for misuse, such as overdrafts. After your account is closed, we have no obligation to accept deposits, but we may reopen your account if we receive a deposit. Generally, a closed account cannot be reopened. However, we may reopen your account after closing in certain instances, including, but not limited to, receipt of a dishonored/returned item or a preauthorized debit card transaction initiated on your account and not canceled prior to account closure. In these instances, you will be liable for any negative balance arising from these transactions as well as any associated fees incurred. Members closing out all accounts or accounts closed by the Credit Union will require members to requalify for membership and follow all required processes to open a new account.

We will close your account when suspicious activity is detected during monitoring of transactions. We are not obligated to notify you when your account is restricted or closed due to suspicious activity or law enforcement action.

We may send you written notice that we have closed or will close your account and return the balance less any fees, claims, setoffs or other amounts.

This Agreement continues to apply to your account and issues related to your account even after it closes.

Grandfathering Accounts

From time to time, we may elect to discontinue offering a product or service to new customers. Under such circumstances, you acknowledge and agree that we may continue to offer support or service to our current customer base. Furthermore, you acknowledge and agree that we may modify the features of any grandfathered product or service, including, but not limited to, applicable fees.

Coin Processing

Coin processing machines are located in branch lobbies. A coin processing fee is assessed on the value of all coins presented for deposit, payment, or exchange, whether presented loose or rolled. Please refer to the Wellby Fee schedule for a listing of associated fees. Members are asked to make sure their coins are free from foreign objects, debris, or other substances to protect the machines from damage. Wellby reserves the right to refuse the processing of any contaminated coin. We are not required to return any coins rejected by machines. Members are to use the machine in moderation.

Consumer Reports and Other Inquiries

We may make any inquiries that we consider appropriate to help us verify your identity and determine if we should open, maintain, collect, or close your account. This may include verification of employment and consumer reports or other reports from account information services other than consumer reporting agencies. If you ask, we will tell you whether we requested such a report and, if we did request the report, we will tell you the name, address and telephone number of the reporting agency.

DISPUTING INFORMATION REPORTED TO A CONSUMER REPORTING AGENCY

We may report information about your accounts (including loans) to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report. If you believe that we have reported inaccurate or incomplete information about your account to a consumer reporting agency, you have the right to file a dispute with that consumer reporting agency. You may also submit a dispute directly to us by writing to the address in the How to Contact Us section. Provide your name, address and phone

number; the account number; the specific information you are disputing; an explanation of why it is inaccurate or incomplete; and any supporting documentation.

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.

Cross-Collateralization

Property and/or shares given as security under any deposit, loan, or credit card accounts or services you have with the Credit Union will secure any and all obligations under such accounts or services as well as any account owner's joint or individual obligations to us, now or in the future, whether direct, indirect, contingent or secondary and arising from any loan or credit agreement, insufficient funds items; fees; cost, expenses, reasonable attorney's fees, or otherwise. This clause does not apply if such property is your primary residence or are non-purchase money household goods.

CREDIT CARD ACCOUNTS: IF YOU HAVE A CREDIT CARD ACCOUNT WITH THE CREDIT UNION, YOU SPECIALLY AGREE THAT THE SECURITY INTEREST, CONSENSUAL LIEN, AND CROSS- COLLATERALIZATION CLAUSES ALSO APPLY TO THAT CREDIT CARD AND THAT GRANTING THESE RIGHTS TO US IS A CONDITION OF OBTAINING THE CREDIT CARD ACCOUNT.

Death or Incompetence

You agree to notify us promptly if any owner or authorized signer on your account dies or is declared incompetent by a court. We may place a hold on the Account funds, continue to accept deposits to an Account, to pay items drawn against an Account, to pay other payment orders against an Account, and allow any other transactions with respect to an Account until we are notified of an Account Owner's death or of an adjudication of incompetence and we have a reasonable opportunity to act upon any such notice. If a deposit including salary, pension, Social Security, and Supplemental Security Income (SSI) payable to the deceased owner is credited to the account after the date the deceased owner died, we may debit the account for the deposit and return it to the payer.

Department of Defense Information Authorization

If you are in the military or civil service, you hereby authorize the Department of Defense and its various departments and commands to verify your Social Security Number or other identifier and to disclose your home address to our employees so that we may contact you concerning your Account(s) with us. All information furnished will be used solely in connection with your financial relationship with us.

Elder Care Financial Guidance

Wellby may elect to freeze funds and limit activity if we suspect financial abuse on an account. This determination will be made at our sole discretion based on our interpretation of events or actions occurring on an account. It is our responsibility to report any suspicious activity or findings to the appropriate authorities. This includes elder exploitation, neglect, or abuse.

General Liability

Any provision of this Agreement that limits the Credit Union's liability does not negate the Credit Union's duty (if any) under applicable law to act in good faith and with reasonable care. If any provision of this Agreement is determined to limit the Credit Union's liability in a way prohibited by applicable law, the provision will nevertheless be enforced to the fullest extent permitted under that law.

We will not be liable for anything we do when following your instructions. In addition, we will not be liable if we do not follow your instructions if we reasonably believe that your instructions would expose us to potential loss, civil or criminal liability, or conflict with customary banking practices.

WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED INDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.

Inactive, Dormant and Abandoned Accounts

An Account is 'inactive' beginning at six (6) months of inactivity. An account is considered dormant under applicable law, if at one year or more, there has not been a debit or credit (deposit, withdrawal, or transfer) to the Account, initiated by you or your agent (other than us); or you have not communicated with us. Communication with us may include but is not limited to phone correspondence with a verified account holder.

State and federal laws and our policy govern when accounts are considered abandoned or unclaimed. The applicable state law is generally the state listed in the address for your account statement. Your account is usually considered abandoned if you have not performed at least one of the following activities within the period of time specified in the applicable state's unclaimed property law: (i) made a deposit or withdrawal (ii) written to us about the account (iii) or otherwise shown interest in the account, such as asking us to keep the account active. In order for the account to be considered active, you usually need to perform transactional activity (such as member-initiated deposits and withdrawals). Credit Union charges and dividend payments are usually not considered activity. You may prevent your account from being remitted to the state by transacting on your account annually.

We are required by the unclaimed property laws to turn over accounts considered abandoned to the applicable state. Before we turn over an abandoned account, we may send a notice to the address we currently show for the account statement. We may not send this notice if mail previously sent to this address was returned unless prohibited by the applicable state law, we may charge to the account our costs and expenses of any notice, advertisement, payment and delivery of the account to the applicable state agency.

After we turn over funds to the state, we have no further liability to you for the funds, and you must apply to the appropriate state agency to reclaim your funds.

If we consider your account dormant/inactive, then unless prohibited by federal law or the law of the state where we maintain your account, we may:

- charge dormant/inactive account fees on the account in addition to other account fees
- stop sending statements
    - Returned mail or undeliverable online statement email notifications on an inactive account, means that Wellby may discontinue sending and may destroy account-related information, until you provide an updated valid postal or electronic address to us.
- refuse to pay items drawn on or payable out of the account

If you reestablish contact with us, we do not have to reimburse you for these fees and are not liable to you for any dividends that would otherwise have accrued on your account.

We may also suspend your debit card if we consider your designated account to be inactive or dormant.

Language Translation

If an individual requires the use of a translator or interpreter to conduct business transactions with Wellby, it is the responsibility of the individual to arrange to have that translator or interpreter with them throughout the entire transaction and subsequent discussions. We may require you to provide authorization to allow the translator or interpreter access to your confidential information.

English Language – Other Language Preferences

The terms of this Agreement and the products and services we provide are governed by the English language. As a courtesy, we may make some of our forms, disclosures and documents, including this Agreement, available in languages other than English. However, many important Credit Union documents, and some products and services related to this account, will only be provided in English. If there is any difference in meaning between the English and non-English version of any of our documents, the English version applies and is available upon request.

Large Cash Withdrawals

To provide for the safety of both our team members and members, we do not keep large amounts of available cash at our branches. We may place reasonable restrictions on when and how you make any large cash withdrawal. For large cash withdrawals we will ask for the

purpose of the request and other details related to the transaction. We reserve the right to deny the transaction based on the purpose or the lack of adequate transaction information provided at the time of or during the processing of the withdrawal request. Wellby is not responsible for providing you with security in such transactions. We may also require that you sign a document releasing us from any liability if you are robbed or assaulted. We may refuse the withdrawal request if you do not agree with these conditions.

Legal Process

If we receive any Legal Process relating to you or your account, you authorize us to comply. "Legal Process" means any document that appears to have the force of law that requires us to hold or pay out funds from your account, including a garnishment, attachment, execution, levy or similar order. We will not be liable for any such payout, even if it leaves your account with insufficient funds to pay on items such as checks that have not yet been processed. You agree that any levy, attachment, or garnishment against your Account will be subject to our contractual and statutory liens set forth in this Agreement, and you authorize us to exercise that contractual lien whether or not any outstanding obligation is in default, subject to applicable law. You indemnify us from any liability if we act in good faith in complying with due legal processes regarding your account. We do not have to determine whether the legal process was validly issued or enforceable. If a hold is in effect, we will continue to charge any applicable fees even though the account cannot be closed. In those cases, we will limit the types of transactions that you can make until pending transactions are paid or returned, the balance is no longer negative, and any legal restriction/hold has been released. We also may remove your Overdraft Steward if a hold is placed.

As permitted by law, we will deduct from your balance a Legal Processing Fee or costs and expenses we incur in complying with the order, or both. If any action, including administrative proceedings, garnishment, tax levies, restraining orders or another action is brought against you or your account, you will be liable to us for any loss, cost or expense (including attorneys' fees) resulting from our compliance with any legal process. If we receive any subpoena, court order or request for information or documents from a government entity or arbitration panel relating to your account, we are authorized to comply with it. You agree that we may debit your Account for charges and costs, including attorney's fees, in connection with negotiations, responses, appearances, and the production of statements, items, or other documents pursuant to subpoenas, court orders, levies, garnishments, or other instruments of legal process to the extent not otherwise prohibited by law.

Liability For Failure To Complete Transactions

If we do not complete a transaction from your personal account on time or in the correct amount, we will be liable for your losses or damages. However, we are not liable for any failed transaction if you do not have enough money in your balance to cover a transaction, if the ATM or device does not have enough cash or is not working properly, if circumstances beyond our control prevent the transaction, if the merchant requests authorization for an amount greater than the purchase amount, or if there are other exceptions stated in this Agreement or as provided by law. We are not liable for failure to complete a transaction on a business account if we send you notice that the transaction was not completed.

Marijuana/Cannabis Related Businesses

We do not accept, service or process transactions, personal or business, for marijuana/cannabis/hemp related activity. If transactions are detected during account monitoring, the account will be restricted or closed depending on the circumstances.

Marketing Offers - Opt Out

For personal information (such as your name, address or certain account-related information) shared among Affiliates, you may opt out of direct marketing of products and services to include both Wellby and third-party materials. Your choice to limit marketing offers from our Affiliates will not apply until you notify us to modify your preference. (Refer to Wellby's Privacy Policy). Note: If you opt-out, it may take up to 90 days for direct marketing to cease.

NCUA Insurance

Funds in your Account(s) with us are insured by the National Credit Union Administration (NCUA) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual Account is one unique form of "ownership"; a joint account, a pay-on- death account, and a self-directed qualified retirement account (e.g., an IRA) are examples of some of the others. Share insurance for a person's self-directed qualified

retirement account is up to $250,000. Funds are insured to $250,000.00 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the NCUA. You can also visit the NCUA's website at www.ncua.gov and click on the Share Insurance link. The link includes detailed contact information as well as a share insurance estimator. Any deceased member remaining on an account after a six-month period, from the date of passing, will be removed by the Credit Union without notice.

Power of Attorney

Power of attorney is a legal arrangement in which a person (the principal), authorizes another person (the agent/ attorney(s)-in-fact) to act on his or her behalf with respect to certain matters. Such matters may include banking, retirement benefits, real estate, insurance, and other transactions. We may refuse to accept a power of attorney if we act in accordance with applicable law. If you want someone other than an authorized signer on your Account to transact business on your Account, you must provide us with a form reasonably acceptable to us which identifies the person to whom you grant your power of attorney and each Account for which you wish the agent to exercise the power of attorney.

We have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of the principal, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

Prohibited Activities

You agree to comply with applicable laws and regulations. You may not use your account or related services for any illegal transactions or activity, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et. seq. You agree to indemnify us from every action, proceeding, claim, loss, cost an expense (including attorney's fees) suffered or incurred by us due to any U.S. or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds in account of yours (or ours) when purportedly caused by, or arousing out of, your action or inaction. This will apply whether or not such action is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authority of any action taken by the U.S. or foreign government entity prior to acceding to any legal process initiated by it.

Please note that your agreement to comply with applicable laws and regulations includes United States economic sanctions laws and regulations, including regulations issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, and Executive Orders issued by the president of the United States.

Reclassification of Funds

The Credit Union may perform a periodic reclassification of the funds in dividend-bearing Checking Accounts and business/commercial and personal non-dividend-bearing Checking Accounts between two types of internal sub-accounts. For dividend-bearing Checking Accounts, this change may result in a periodic allocation of funds between a dividend-bearing Checking sub-account and a savings sub-account. For business/commercial and personal non-dividend-bearing Checking Accounts, this change may result in a periodic allocation of funds between a transaction sub-account and a non-dividend-bearing savings sub-account. The savings sub-account will be subject to the terms and conditions of the Credit Union's other Savings Accounts. This change is made entirely for internal reasons and will not affect your statement, balance, dividend calculations, Annual Percentage Yield, NCUA insurance or any other features of your Account, including the number of allowed transactions.

Release of Information

You can obtain information about your account by many methods, including at a branch, by telephone, by mail and through Online, Mobile, and Telephone Banking. We believe we have adopted reasonable security measures for each method, but we cannot insure against unauthorized inquiries or intrusions. You agree that we are not responsible for the release of information to anyone who has gained your possession of your debit card or other code or access device or who has learned your identifying characteristics such as PIN, account number or Social Security number even if you have not authorized them to obtain the information.

Reporting Information to Credit Bureaus and Check Verification Systems

We may report information about your Account to credit bureaus and/or check verification systems. Defaults on your Account may be reflected in your credit report. This could affect your ability to open accounts in the future. In the event we report your Account to a check verification system, you acknowledge that even if you pay us all amounts owed, we are not required to remove an accurate report of account mishandling from any such check verification system.

Reproduction of Bank Records

If you request us to research and/or reproduce any of your records (statements, checks, deposits, withdrawals, etc.) we may charge a fee, and you agree to pay this fee. If the expected fee is substantial, you may be asked to pay the fee in advance. We reserve the right to provide any account holder with an imaged item in lieu of the original item.

Service Animals

We welcome Service Animals in our facilities while in the company of the disabled individual or a Service Animal Trainer. We do request the Service Animal remain harnessed or on a leash at all times.

Signatures

You authorize us to recognize any of the following: Verbal Confirmations, Electronic Acknowledgements and/or signatures set forth on the Account Card in the payment of funds or the transaction of any business for your Accounts. You authorize us to pay a check presented for payment even though the signature or signatures thereon do not correspond exactly with the signatures on the Account Card. We may act on the oral or written instructions of anyone signer on the account. Each signer may make withdrawals, write checks, transfer funds, stop payments, obtain ancillary services (e.g., electronic funds transfer services or wire transfers), and otherwise give us instructions regarding your account. We may require written authorization for some actions.

We do not assume a duty to enforce multiple signature requirements that you may agree upon among yourselves. If you indicate on your checks or signature card or other account documents that more than one signature is required for withdrawal, this indication is for your own internal procedures and is not binding on us. We may disregard instructions to permit withdrawals only upon more than one signature with respect to checks, electronic funds transfers or other debit slash withdrawal requests. We may put out funds from your account if the check, item, or other withdraw or transfer instruction is signed or approved by any one of the persons authorized to sign on the account. We are not liable to you if we do this.

We may recognize facsimile signatures, signatures imprinted by mechanical devices, or any other methods of authentication, including orders to pay that are received electronically or telephonically. If you use affect simile or computer-generated signature, or provide a signature card authorizing any such signature, you will be solely responsible for any check bearing a similar signature, regardless of your negligence or whether the signature was the same one you previously used.

You agree that we may act upon and rely upon documentation, correspondence, or other instructions with respect to your Accounts that we receive by way of electronic or facsimile transmission, including Account agreements, requests to modify Accounts, loan agreements, and any other order with respect to your Accounts, and you agree to such verification procedures as we may implement from time to time.

You agree that we may maintain copies of Account records, including copies maintained electronically, in lieu of any originals and that any such copies will be considered original records for any purpose, including admissibility in evidence as original records before any court or administrative agency.

Statutory Lien (Right of Offset)

Federal law grants us the right to impress a lien on all funds in any Account that you have with us if you are in default or otherwise fail to satisfy a financial obligation with us. We may exercise this right without prior notice to you. This lien applies to all Accounts that you have with us, to the extent permitted by law, including Accounts that you hold jointly with another person. **For example, our statutory lien allows us to apply funds in any or all of your Accounts to pay your delinquent loan with us**.

By signing the Account Card or any other deposit or loan agreement or similar document granting a pledge or security interest in your shares, and/or by accessing, using, or otherwise accepting any funds, accounts or services, you grant the Credit Union, and we impress, a lien on your shares in the Credit Union. You also grant the Credit Union a security interest in such Accounts to secure payment of any deposit obligations you owe (e.g., overdrafts, fees, etc.) and any loan or credit card obligations you owe, as well as any expenses we incur in connection with your accounts and services, including reasonable attorney's fees. You acknowledge and agree that we also have similar statutory lien rights in your shares under the Federal Credit Union Act and/or applicable state law, as well as the common law right to set-off and administrative freeze. "Shares" and "share accounts" means any and all funds, regardless of the source of those funds, in any joint or individual share savings account(s), share draft account(s), certificate, P.O.D, revocable trust or custodial account(s) or any other account whether jointly or individually held and whether your obligation under the account(s) is direct, indirect, contingent or secondary and whether held now or in the future. Your pledge and our lien rights do not include any IRA, Keogh or other account which would lose special tax treatment if pledged, or any irrevocable trust or fiduciary account in which you do not have vested ownership interest. You understand and agree that these rights allow us to apply the funds in your share accounts to any obligations owed to us if you default or fail to pay or satisfy any obligation to us, and we can do so without any legal process, court proceeding or any notice to any owner of the share accounts affected hereunder or otherwise in this Agreement, unless applicable law so requires. You specifically agree that we have the right to place an administrative freeze on any of your share accounts subject to applicable law, and such action shall not violate 11 USC 362 or other applicable law. You understand that these rights are multiple, and we can exercise one or all of them pursuant to applicable law. Exercising one right does not waive the right to exercise others. Any payment to any joint owner, beneficiary, or other party for any reason shall be subject to our security interest, consensual lien, and right to set-off.

Telephone Calls: Calling, Monitoring and Recording

By signing or otherwise authenticating an Account Card, you agree we and/or our third-party providers, including debt collectors, may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e., cell phone numbers) which could result in charges to you. As examples, we may place calls to you about fraud alerts, deposit holds, and amounts you owe us (collection calls) on your account, updates related to products or services you applied for; or as otherwise necessary to service your account. When we place calls to you, we may use automatic dialers and artificial text or prerecorded messages.

You authorize us to monitor, and to record, telephone conversations and other electronic communications you have with us and with our representatives for reasonable business purposes, including security and quality assurance. If we do record, we do not have to keep the recordings, unless the law says we must. We will not remind you that we may be monitoring or recording a call at the outset of the call unless required by law to do so.

You may withdraw the consent to be contacted on your wireless telephone number(s) at any time by providing written notice to us at 1330 Gemini, Houston, TX 77058, by e-mail to service@wellbyfinancial.com, via phone at 281-488-7070 or 800-940-0708 or by any other reasonable means. If you have provided a wireless telephone number(s) on or in connection with any account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you have provided to us.

You consent and agree in advance to these terms and conditions.

Tax Information

Generally, we are required to report annually to you and to the Internal Revenue Service (IRS) dividend payments that total $10 or more during the year on your deposit account with us. We may also be required to report this information to the appropriate state revenue authority.

When you open an account, we are required to obtain, and each U.S. citizen or resident alien must give us - a certified U.S. Taxpayer Identification Number (TIN) and information regarding your backup withholding status. When you apply for an account, you certify that you have provided the correct TIN for the account holder and the correct backup withholding status.

For individual accounts, the TIN is your Social Security Number SSN. For individuals with more than one owner, we may report taxpayer information for the person listed first in our records. Resident aliens who do not qualify for Social Security should provide their Individual Taxpayer Identification Number (ITIN). For other accounts, the TIN is the owner's Employer Identification Number (EIN). If you do not give us a certified name and TIN, if the IRS notifies us that the name and that TIN you gave us is incorrect, or if the IRS notifies us that you fail to report all of your dividends on your tax return, we are required to backup withhold at the current backup withholding rate on dividends paid to your account and pay it to the IRS. In some cases, a state and local tax authority may also require that we pay state and local

backup withholding on dividends paid to your account when we are required to pay backup withholding to the IRS. Backup withholding is not an additional tax. If you are subject to backup withholding, we are required to report to you and to the IRS regardless of the amount of the dividend payment.

If you are a certified nonresident alien individual, you are generally exempt from backup withholding on dividends but may be subject to information reporting if you reside in a country in which we are required to report. If you are a certified foreign entity, you are generally exempt from backup withholding and information reporting for dividend payments. Dividend income that is affectively connected with the conduct of a trade or business in the United States is subject to information reporting.

You must renew your status as an exempt foreign person or entity prior to the end of the third calendar year following the year in which you last certified your status. If you fail to renew your status by the last day of the fourth calendar year, your dividend payments will be subject to backup withholding. If you become a U.S. citizen or resident after opening your Account, you must notify us within 30 days and provide us with your certified TIN.

We comply with the Foreign Tax Compliance Act (FATCA) as mandated by U.S. federal tax law. We will withhold on certain payments when required by such law. For more information or to determine how this information applies to you, consult your US tax advisor.

If you administer your account as a retirement account, all IRS reporting and filing implications are the sole responsibility of the account holder and should be discussed with the account holder's tax advisor as neither Wellby, its affiliates, nor its employees provide tax advice.

Virtual Currency

We do not accept any type of virtual currency transactions, personal or business.

Waiver and Severability

We may delay or waive the enforcement of any of our rights under this Agreement without losing that right or any other right, and we may still enforce all of our rights in the future. No delay in enforcing our rights will affect your obligation to pay us fees and other amounts you owe us under this Agreement. If we waive a provision of this Agreement, the waiver applies only in the specific instance in which we decide to waive the provision and to future situations or provisions regardless of how similar they may be.

A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

1330 Gemini
P.O. Box 58346
Houston, Texas 77258
(281) 488-7070
wellbyfinancial.com

Funds Availability Policy Disclosure

Effective November 16, 2026

Your Ability To Withdraw Funds at Wellby Financial

This Funds Availability Policy Disclosure ("this Policy") applies to all transaction accounts. Transaction accounts permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers from your Wellby account(s). Checking accounts are the most common type of transaction accounts.

Our general policy is to make funds from cash and check deposits available the same business day the deposit is received; not later than the first business day after the day we receive your deposit. Although we may delay the availability of certain funds deposited to your account, we strictly adhere to Federal Banking Regulations concerning such delays. During delays, the deposited funds are unavailable, meaning you may not withdraw from them. Once the deposited funds are available, you can withdraw them in cash and/or we will use them to pay checks and other transactions you have authorized. If checks presented for withdrawals are made against unavailable funds, an overdraft fee may be assessed to your account, and the checks may be returned unpaid.

This Policy does not apply to deposited items drawn on financial institutions located outside of the United States.

Determining the Availability of a Deposit

The credit union determines when deposited items are considered collected or available for the payment of checks or withdrawals based on the number of business days from the day of your deposit.

Business Day

In determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays, even if our branches are open.

Cut-off Times

Generally, for a deposit made in person, by electronic direct deposit, or wire transfer (EFT), before 6:00 p.m. Central Standard Time (CST), on a business day that we are open, we will consider that day to be the day of your deposit. For deposits made at one of our select ATMs or by mobile device before 5:00 p.m. Central Standard Time, on a business day we are open, we will consider that day to be the day of your deposit. However, if you make a deposit or we receive an electronic deposit after our cut-off time, or on a day we are not open, we consider the deposit made on the next business day we are open. The business day of your deposit is indicated on the deposit receipt, provided by teller or electronically.

Funds Availability Schedule (Business Day) Cut-off Times		
General Availability		
Branches (excluding Night Depository)	6:00 p.m. Central Time	Posted at each branch and on our website at wellbyfinancial.com
Night Depository	7:30 a.m. Central Time	
ATM & Mobile Device	5:00 p.m. Central Time	

Deposits through Night Depository

If on a business day we are open, you make a deposit through a Night Depository after 7:30 a.m., whether or not your deposit was made before our general cut-off time for that business day, or your deposit was made at a time or day we are not open, we will consider your deposit as having been made on the next business day we are open.

Reservation of Right To Hold

Case-By-Case Delays: In some cases, we will not make all of the deposited check funds available to you on the same business day as the day of your deposit. Depending on the type of check deposited, funds may not be available until the second business day after the day of the deposit. However, the first $275.00 of your deposit may be available on the first business day after the day of deposit. If we are not going to make all of the funds from the deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when these funds on hold will be available. If your deposit is not made directly to one of our team members or we decide to take action after you have left the premises, we will mail you the notice by the business day after receiving your deposit. If you need the funds from a deposit right away, you should ask when the funds will be available.

Deposits at Automated Teller Machines (ATMs) – *Refer to Wellbyfinanical.com for select locations*

All Wellby ATMs that are operated for us are identified as our machines.

For Proprietary ATMs that are operated exclusively for us and located on our premises, we may delay the availability of certain funds from deposits at select ATMs as follows:

Cash deposits made at a Wellby ATM that accepts deposits, will be available immediately. Non-cash deposits (checks or drafts) will be made available by the second business day after the business day of your deposit. However, the first $275.00 of the deposit will be made available immediately. Any checks drawn on the credit union (on-us checks) deposited at an ATM located at one of the Wellby branch offices, will be available on the first business day following the day we receive your deposit. Additionally, funds from U.S. Treasury checks deposited to the account of the named payee, will be available on the first business day following the day we receive your deposit.

Longer Delays May Apply

EXCEPTION Holds: We may delay your ability to withdraw the funds you deposited by check, an additional number of days for these reasons:

- You deposit checks totaling more than $6,725.00 on any one day
- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six (6) months
- We believe a check you deposited will not be paid
- There is an emergency, such as the failure of a 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. Generally, they will be available no later than the seventh business day after the day of your deposit.

Foreign Checks and Collection Items

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

Holds On Other Funds

If we cash a check for you that is drawn on another financial institution, we may hold the availability of a corresponding amount of funds that are already available in your account. If we accept for deposit, a check that is drawn on another financial institution, we may make funds from that deposit available for withdrawal immediately but delay the ability to withdraw a corresponding amount of funds that you have on deposit in another account with us. In either case, we make these funds available in accordance with our policy described above for the type of check that was cashed or deposited.

Special Rules For New Accounts

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $6,725.00 of a day of total deposits of cashiers, certified, tellers, travelers, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $6,725.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our team members, the first $6,725.00 will not be available until the second business day after the day of your deposit.

Funds from deposits of checks drawn on Wellby and made in person to one of our team members will be available on the same business day as the day of your deposit. Funds from all other check deposits will be available not later than the ninth business day after the day of your deposit.

Shared Branch Transactions and Activity

For all new accounts, shared service centers are restricted for the initial 30-day period. After the initial 30-day period, funds from check deposits made at a Shared Branch Service Center may not be available until the second business day, depending on the type of check. However, the first $275.00 will be made available the next business day. Access to shared branch services may be revoked, if fraud or suspicious activity deemed high risk is detected.

1330 Gemini
P.O. Box 58346
Houston, Texas 77258
(281) 488-7070
wellbyfinancial.com

Wellby Financial Electronic Funds Transfer Agreement and Disclosure

Effective November 16, 2026

This Electronic Funds Transfer Agreement and Disclosure explains provisions that apply to electronic funds transfers to or from personal accounts (sometimes referred to as "consumer accounts"). A personal account is an account owned by a natural person and established primarily for personal, familial, or household purposes. The following disclosure sets forth your and our rights and responsibilities concerning the electronic funds transfers. These transfers are governed by Regulation E, which implements the Federal Electronic Funds Transfer Act.

We provide a variety of electronic funds transfers ("EFT") services for your accounts. Please see the Wellby Fee Schedule for fees that may apply to our EFT services. **Note:** The provisions of this Agreement do not cover our Domestic and International Wire Services. See the *Funds Transfer Services* section of the *Wellby Membership Agreement and Account Disclosure* for more information.

In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s), and the words "we," "our," "Credit Union," and "us" mean the financial institution. The abbreviation "PIN"' or word "code" means a personal identification number. **For Business Accounts**: We are not required to follow this disclosure and any other Regulation E-related practices. Additionally, we may change our practice at any time without notice.

Types of Electronic Banking Services

Online and Mobile Banking

Online and mobile banking services are governed by a separate agreement. You receive the Agreement for the services at the time you enroll. You may access certain Account (s) you maintain with us by computer or other electronic/smart devices using your chosen username, password, and other forms of identity authentication when accessing the services. You may enroll and access your eligible accounts 24 hours a day through the internet at www.wellbyfinancial.com by using your member number/username and password. You may use online and mobile banking services to perform the following functions (certain services may not be available via mobile banking):

- Transfer funds between eligible accounts and persons
- Obtain balance information on eligible Account
- Review transactions
- Make loan payments
- Stop payment requests
- Advance funds from an eligible credit line
- Online bill payment
- Obtain a copy of statements or other documents
- Request to open a new account
- Submit a loan application

- Order checks

There are limits on the frequency and amount of transfers you may make using the Online and Mobile Banking Services for security purposes.

Telephone Banking

Telephone Banking requires you to set up a Personal Identification Number (PIN) to access your personal account. Your password and/or PIN may be used to transfer between your accounts, obtain information regarding your accounts, and for such other transactions as may become available, of which this Agreement is made a part by reference. You may enroll and access your eligible accounts 24 hours a day by telephone at (281) 488-0708. A member number and personal identification number are required to gain access to account information. You may use the Telephone Banking Services to perform the following functions:

- Transfer funds between eligible accounts and persons
- Obtain balance information on eligible Account
- Review transactions
- Make loan payments
- Stop payment requests
- Advance funds from an eligible credit line

For security purposes, we may establish certain limits on the accounts that can be linked, the frequency, amount, and the number of transfers you may make using the Telephone Banking Services. If you permit another person to use your password and/or PIN for account number(s), you are responsible for all transactions conducted by that person (including those in excess of your authorization). You must notify us that the person is no longer authorized to have access and transact on your account. Once notified, we may block the password and/or PIN and issue a new one.

Visa Debit Cards (Full Function and PIN Only)

We may issue you a debit card and a personal identification number (PIN) when you open your Account. The terms that govern this service are in the Membership Account Agreement and Disclosure. Please review that Agreement carefully for specific terms and conditions.

There are daily dollar limits for withdrawals and purchases. We provide your card limits to you as part of a separate Agreement for card services. We may occasionally decide not to issue a card or code to a member. We may suspend or terminate a card or code at any time without cause or notice. The following information is a summary of how you can use your card (availability of use may vary by card, ATM, or terminal):

At ATMs: You can use your card with linked accounts at participating ATMs to withdraw cash, transfer funds, make deposits (select ATMs only), and find out balances. Additional functionality may be available at ATMs prominently branded with the Welby name and logo, such as using your card and pin to make deposits and make payments to qualifying well be credit cards and loans.

At Participating Merchants: You can use your card with linked accounts at participating merchants to purchase goods or services. Some merchants may also permit you to withdraw cash from your checking account while making a purchase.

At Participating Financial Institutions: You can use your card with linked accounts at participating financial institutions to obtain cash withdrawn from a teller.

Payments, Credits, and Transfers: You can send or receive electronic transfers from or to your accounts. We may do this by ACH as a member of the National Automated Clearing House Association (Nacha) or other similar networks. Electronic transfers may take various forms, such as:

- Automatic electronic deposits to your Account, such as payroll or benefits payments
- One-time or Automatic repeating charges to your Account for bill payments sent by a merchant or other payee with your authorization. The merchant or payee may ask you for the routing number and account information from your check or a canceled check to create these orders
- A "check conversion" is a transfer where a merchant or other payee uses a check that you have written to create an electronic transfer from your Account. The merchant may keep the check you wrote or return it to you

Re-presented Draft Transactions and Fees: You may authorize a merchant to electronically collect a fee associated with the re-presentment of a draft that is returned due to insufficient or unavailable funds. If debited as an EFT from a consumer account, the resulting fee transaction **is** covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a draft electronically, that transaction **is not** covered by the Electronic Funds Transfer Act or this disclosure. A description of the transaction will appear on your statement.

Limitations on Transactions

There are certain limitations on the use of electronic banking services. These include, but are not limited to, the following:

Designated Accounts: You may only access your designated accounts with Wellby.

Third-Party Transaction Limitation: For some accounts (see account terms), you may make up to six (6) transfers from your account per statement cycle to a third party or to another account of the depositor at Wellby, if by preauthorized or automatic transfer, telephone agreement, order or instruction. Three (3) of these transfers may be made by check, draft, debit card, or similar order, if applicable, made by the account owner(s) and payable to third parties.

Daily Limitation: To reduce fraud risk, withdrawal limitations exist on all ATM/Debit Cards. Specifically, we limit the dollar amount and frequency of certain transactions that may be performed during any one (1) day. These limits are categorized into three transaction types: ATM, PIN/Point of Sale, and Non-PIN. You may not perform more than 15 transactions during any one (1) day. The limits listed below are default limits for our standard ATM/Debit Card products. For participating select ATMs that take deposits, there are certain limits during any one (1) day. For cash deposits, the dollar amount limit is $1,000.00 per deposit with a total limit of $5,000.00 in a 30-day period. For check deposits, the dollar amount limit per deposit for an individual check is $7,500.00. The overall daily limit for cash and checks is $10,000.00. The number of items is limited for each deposit and counts each currency bill and check. The limit is 50 items at our select locations except for our Sienna Branch lobby ATM, which has a limit of 200 items. Different limits may be assigned to individual cards using risk-based factors and on a case-by-case basis.

For cards limited to PIN functionality, ATM and PIN/POS transactions are the only purchase type and therefore the Non-PIN transaction limits are not applicable.

Account Type	ATM	PIN/POS	Non-PIN
Wellby Secure Spending	$1,015	$2,500	$5,000
Wellby Spending Plus (*Sunset as of 12-01-2023 – See Notes)	$1,015	$2,500	$5,000
Wellby Early Start Card (*Sunset as of 09-08-2026)	$200	$400	$400
Wellby Achievement Card	$200	$400	$400

* The Wellby Spending Plus Checking account has been sunset. As of 12/01/2023, existing accounts will be grandfathered.

*The Wellby Early Start Card account has been sunset. As of 09/08/2026, existing accounts will be grandfathered.

Online Banking External Funds Transfer Limitation: You may enroll in online banking to perform electronic transfers. When you enroll, you will be provided with additional terms and conditions that apply to electronic transfers using our online banking services. The chart below provides the default limits established for online banking transfers into and out of your designated accounts. Different limits may be assigned on a case-by-case basis. These limits do not apply to internal transfers between accounts opened by Wellby and its affiliates, bill pay transfers, or pre-authorized third-party payments.

Type	External Transfers (Account to Account)	External Transfers (Peer to Peer)	Zelle Outgoing (Peer to Peer)
Limits and Frequency	$5,000/day	$1,000/transfer $2,000/day	$500/transaction or day $1,000/week $4,000/month
How to Access	Use the **Transfer** function in online banking	Use the **Pay** function in online banking	Use the **Send Money With Zelle** function in online banking

Other Reasons: We and other ATM owners and operators may limit or refuse to complete your ATM/Debit Card transactions for security or technical reasons.

Transactions That Are Not Completed: If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, if:

1. Through no fault of ours, you do not have enough money in your Account to make the transfer
2. We have terminated this Agreement for any reason
3. The funds in your designated account(s) are subject to legal process or other encumbrance restricting the transaction
4. Circumstances beyond our control (such as fire or flood) prevent the transaction from being completed despite reasonable precautions we have taken

5. An ATM does not have enough cash to complete the transaction
6. There is a technical malfunction in the ATM that is known to you when you try to perform the transaction
7. We have reason to believe you or someone else is using our electronic banking services for fraudulent or illegal purposes
8. You exceed the transfer limits listed in "Limitations on Transactions," of this Agreement
9. Your ATM/Debit Card has deteriorated or has been damaged so that it does not function properly
10. Your ATM/Debit Card or PIN has been reported lost or stolen
11. The transfer would exceed the available credit on your overdraft line of credit

You agree that we will not be liable for any damages resulting from a refusal for any reason to authorize a transaction that you have attempted. You further agree that we will not be responsible or liable for a merchant's refusal to accept your ATM/Debit Card.

Safeguarding PIN, Password, Access Devices and Access Codes

When you complete the registration process for one of the Digital Banking platforms like Online, Mobile, or Telephone Banking, you understand that you will have confidential access. For Online Banking and Mobile Banking, you will set up a personal password required to access your account information. You are responsible for safekeeping your password and/or PIN and for all transactions when used for Digital Banking.

You will notify the Credit Union immediately via telephone at 281-488-7070 and send a notice or written confirmation if your password and/or PIN, other access device or code is disclosed to anyone other than the joint owner(s) pf your account. When you use your pin, you authorize us to withdraw funds from your account to cover such transactions. If you disclose your password and/or PIN to anyone, you understand that you have given them authorized access to your account(s) and that you are responsible for any transactions that person authorizes or conducts on any of your accounts, even if that person exceeds your authority.

You further understand and agree that your password and/or PIN or other access device or code is not transferable, and you will not disclose the password and/or PIN on your card, carry it with you, or permit any unauthorized use thereof. If you give or make reasonably available your card, password, PIN, or other access device or code to anyone, you may be liable for the use made of such until you advise us that such person is no longer authorized to use them. If you default on any amounts you owe under this Agreement, you agree to pay all attorney fees and collection costs incurred by the Credit Union to the extent allowed by law.

ATM Safety Precautions

Exercise discretion when using an ATM. Observe basic safety precautions. Prepare for any ATM transactions prior to approaching the ATM. 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. Do not lend your Card to anyone and do not leave your Card or any other documents at the ATM. 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, keep a lookout for any suspicious activity near the facility and assure yourself that the facility and all approaches to the facility are well lit before using the facility. 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 your statements.

Reporting Unauthorized Transfer, Compromised, Lost, Stolen Card, PIN or Other Code

You agree to notify us immediately if you believe your card, card PIN, Online/Mobile Banking password, or Telephone Banking PIN has been lost or stolen, or learned by an unauthorized person; or an Electronic Funds Transfer (EFT) has been made or may transfer from your Account or using information from your check, without your permission. Changing your PIN or password and notifying us immediately via telephone at 281-488-7070 are the best ways of limiting your liability for unauthorized transactions or compromised account information. You should send us a written notice following your telephone call. You could also notify us by secure message from Online or Mobile Banking. You could lose all the money in your Account, plus if you have an Overdraft Protection plan linked to your account, any transfers from another account or any advances on a personal line of credit account.

If unauthorized activity occurs, you agree to cooperate during the investigation and complete the Lost/ Stolen Card Fraud Claim Form report or similar affidavit.

Business Days

For purposes of this Agreement, our business days are Monday through Friday. Federal holidays or other days we are closed are not considered business days.

Liability for Unauthorized Transfers

- If you tell us within two (2) business days after you learn of the loss or theft of your card or code, you can lose no more than $50.00 if someone used your card or code to access your account without your permission.
- If you do **not** tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as $500.00.
- Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, notify us immediately. If you do not tell us in writing within sixty (60) days after the statement was mailed (or delivered electronically) to you, you may not get any money back you lost if we can prove that we could have stopped someone from taking the money if you had told us in time.
- We may extend this time-period if you were not able to make a timely claim because of extraordinary circumstances. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call (281) 488-7070, notify us by secure message from Online or Mobile Banking, or write us at Wellby, P.O. Box 58346, Houston, TX 77058.

You should also notify us by one of these methods if you believe a transfer has been made using the information from your draft without your permission.

Documentation of Transfers

Receipts and Account Statement

You can usually get a receipt at the time you make any transfer to or from your Account at an ATM or point of sale (POS) terminal. You may not get a receipt for small dollar transactions. We may verify a transaction though we reserve the right not to do so in every case, so the receipt is not final, and our records will control if there is a conflict.

You will be given a receipt for transactions made with your ATM/Debit Card at Wellby Capital branded ATMs unless you decline to receive the receipt. Your periodic account statement(s) for your designated accounts will also detail electronic transfer activity on the designated Account. Generally, if you have a consumer account, you will receive a monthly statement if you have an EFT in that month. In any case, you will get the statement at least quarterly.

Direct Deposits

If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, you can call us at (281)488-7070 to find out whether the deposit has been made.

Preauthorized (Recurring) Transfers and Stop Payments

You may use your Account or debit card to make recurring payments. If these recurring payments vary in amount, the payee will tell you the amount and date of the next payment at least ten (10) days before the payment due date. You may choose to receive this notice from your payee 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.

You can stop some payments before the scheduled payment date in the following ways:

1. If you provided your card number for the recurring transfer, you must contact us by telephone or visit a branch and give us the exact card number. We will close the card, and you can replace it with a new card and card number upon request.
2. If you provided your Account number and routing number for ACH direct debits to your Account (both recurring and one-time payments), you must contact us by telephone or visit a branch and give us your account number and the exact name of the payee. We will also need the exact amount of the payment, a range of amounts or an instruction to block all payments from the named payee. We will charge a Stop Payment Fee. We are not responsible for stopping payment on ACH transactions if you do not provide this information or if you provide inconsistent or inaccurate information. We may refuse a payment to a payee with a similar name that we believe to be the same payee; however, we are not liable if we don't refuse the payment. If you see a "pending" payment for a different amount or for a different payee than the stop payment you placed, contact us before the end of the business day so we can try to refuse payment. We may send you a written confirmation of your stop payment. We may rely on the information in the confirmation unless you notify us immediately of any errors. We may stop multiple transactions that have the amount and exact payee name you provided unless you cancel your stop payment request.

Stop Payment Restrictions

You may not stop payment on a check that is used to purchase a Cashier's Check, on the purchased Cashier's Check (except as otherwise provided by applicable law), or on any item that has already cleared or has been paid.

Stop Payment Timeframes

For personal accounts, your stop payment request for electronic funds transfers will remain in effect until the earlier of: (a) the withdrawal of the stop payment order by you or another authorized account holder; or (b) the return of the related transaction. If you tell us that your desire is to revoke any previously established authorizations, the stop payment will remain effective until you tell us to remove it. We are not responsible for any fees that may be assessed to you by merchants because you revoked their authorization.

If you set up recurring or one-time bill payments or transfers through wellbyfinancial.com, you can use that service to cancel pending and future payments.

If you previously set up recurring account transfers in the branch, you can cancel those pending and future transfers through Online Banking, by calling us or by visiting a branch.

A stop payment order on checks will be effective for six months and must be renewed every six months thereafter, if you wish for it to be extended. A stop payment order, a renewal of an order, or a revocation of any such order shall not be effective unless it is delivered to a member of our staff during our regular business hours and until we have had a reasonable opportunity to act on it. Any stop payment order, renewal, or revocation will incur a charge as set forth on our Fee Schedule.

If the Account requires multiple signatures to transact the withdrawal of funds, it is understood that we will recognize and accept stop payment instructions from any one authorized signer. YOU AGREE TO RELEASE AND HOLD US HARMLESS FROM ANY CLAIM, LOSS, DAMAGE, OR EXPENSE THAT WE MAY INCUR, INCLUDING ATTORNEY'S FEES, RESULTING FROM OUR REFUSING PAYMENT OF ANY ITEM ON WHICH YOU HAVE STOPPED PAYMENT OR FROM THE PAYMENT OF ANY ITEM AFTER YOUR STOP PAYMENT ORDER HAS EXPIRED.

Due to computer system's limitations, we can intercept an item subject to a stop payment order only if the precise amount, date, check number, name of payee, and any other information that we may reasonably require is provided.

We must receive your request at least three (3) business days before the payment is scheduled to be made. If you call us, we may also require you to put your request in writing to the above address and to get it to us within fourteen (14) days after you call. If you do not, then your verbal request will expire after fourteen (14) days. If the order is made verbally, we have no obligation to honor it, but we normally will accept a verbal stop payment order. We will charge you a fee as disclosed in our then current Fee Schedule for each stop payment order you give.

Merchants may allow returns or refunds on purchases; however, except as provided above for recurring payments, you cannot stop a one-time payment on any ATM/Debit Card transactions. For this reason, you should inquire about the merchant's return or refund policy before entering a purchase transaction. Merchandise purchased using your ATM/Debit Card that is subsequently returned will be reflected as a credit on your designated account statement, provided you elect to have the return credited to your designated Account. Please refer to Electronic Funds Disclosure for information on error resolution.

Varying amounts: If these regular payments vary in amount, the person you are paying must tell you ten (10) days before each payment when it will be made and how much it will be. If you do not know this information, you may be unable to have the payment stopped without closing your Account. (If we are required to provide this notice, 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.)

Our Liability for Stop Payments

For any transaction discussed above, requests to stop payment must be made three (3) business days or more before the transfer is scheduled, and if we do not do so, we will be liable for your actual losses or damages. We will pay other damages only as required by applicable law. We will not be liable for any consequential or special losses or damages unless we act in bad faith. In addition, we will not be liable if the merchant or other third party initiating the transaction changes the dollar amount of the transaction or makes other changes so that we do not recognize it as the payment you stopped. You agree that we will not be liable for any accidental

payment of any item, notwithstanding a stop payment order, if we have used ordinary care and followed our usual practices in handling such an order. If an item is paid over a valid stop payment order due to our failure to exercise ordinary care, we may be liable to you for any loss you suffer as a result of that inadvertent payment. You agree, however, that it will be your responsibility to establish any such loss. You agree that we will never be liable for more than your actual loss and that we will not be liable for any consequential damages. If we do credit your Account after paying an item over a valid stop payment order, you agree to take whatever action we deem necessary to transfer to us all your rights against the payee or holder of the item and to assist us if we take legal action against the payee or any other person. For information concerning your right to stop payment of preauthorized electronic fund transfers, please refer to your Electronic Fund Transfers Agreement and Disclosures.

In Case of Errors or Questions About Your Electronic Transfers

For information pertaining to the error resolution process for international wire transfers, please refer to the Wire Funds Transfer Disclosure Statement and related disclosures.

Contact us 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. To notify us, you can log on to your Online or Mobile Banking and send us a secure message, telephone us at (281) 488-7070, or write us at Wellby, P.O. Box 58346, Houston, TX 77058.

The following section applies only to consumer accounts: We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. In your notification to us, please include the following:

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

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

We will determine whether an error occurred within ten (10) business days after hearing from you and promptly correct any error. If we need more time, however, we may take up to forty-five (45) days (up to ninety (90) days for those transactions at merchant POS terminals, processed on a new account, or initiated outside the United States) to investigate your complaint or question. If we decide to extend the investigation, we will credit your Account with provisional credit within ten (10) business days from your notification, for the amount you think is in error so that you will have full use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Account. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the above time periods.

For errors involving new accounts (an account where the first deposit to the Account occurs less than 30 days before the error), we may take up to twenty (20) business days to credit your Account for the amount you think is in error.

We will tell you the results of the investigation within three (3) 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.

The following section applies only to commercial accounts: If you are a business or other entity that is not a natural person, the above-referenced procedures do not apply to any accounts held by you. If you believe that an unauthorized transaction has occurred, we must hear from you within twenty-four (24) hours of the time the transaction posts to your Account. We will require you to submit an affidavit of unauthorized activity in connection with any such transaction immediately thereafter.

Visa Card Zero Liability

You may have additional rights under the Visa rules. Provided that the PIN is not used as the cardholder verification method, you will not be responsible for unauthorized debit card use under the following conditions:

- Your Account is in good standing (See the Member in Good Standing section of the Wellby Membership Agreement and Account Disclosure for more information.)
- You have exercised reasonable care in safeguarding your card from any unauthorized use. Unauthorized use means that you did not provide directly, by implication or otherwise, the right to use your card, and you received no benefit from the "unauthorized" purchase; and
- You have not reported two or more unauthorized events in the past 12 months.

If you have questions regarding zero liability coverage or suspect unauthorized use of your debit card, contact us IMMEDIATELY.

Evidence

If we go to court for any reason, we can use a copy of any document or electronic documentation, e-mail, or database information to prove what you owe or that a transaction has taken place. These facsimiles will have the same validity as the original documents.

Disclosure of Information

About Your Account: In the ordinary course of business, we may disclose information to third parties about your designated accounts or the transfers you make:

- Where necessary for completing transfers or resolving errors involving transfers
- In order to verify the existence and condition of your Account for a third party, such as a consumer reporting agency or a merchant
- In order to comply with orders or subpoenas of government agencies or courts
- If you give us your written permission
- As disclosed in our Privacy Notice; or
- As otherwise permitted by law

Notices

All notices from us will be effective when we have e-mailed them, mailed them, or delivered them to the last address that we have for you in our records. Notices from you will generally be effective when received at the appropriate address specified in this Agreement. But notices under Section 14 ("Liability for Unauthorized Transfers on Consumer Accounts Only") will be effective once you have done whatever is reasonably necessary to give us the information we need. A mailed notice will be considered delivered to us when it is received by us at the notice address in Section 14

of this Agreement. If more than one person signs your request for electronic banking services, notice to or from one of the people who signed the request will be effective for everybody who signed.

Collection Expenses

If we must file a lawsuit to collect whatever you owe us, you will pay our reasonable expenses, including attorney's fees.

Governing Law

Any questions under this Agreement will be decided by applicable federal law, or, if no federal law exists, applicable state law. If any term of this Agreement cannot legally be enforced, the Agreement is to be considered changed to the extent necessary to comply with the law.