

# Wellby Financial Electronic Funds Transfer Agreement and Disclosure

Effective September 5, 2025

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](http://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-presentation 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 (Sunset as of 12-01-2023 - See Notes)	\$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 and Achievement Cards	\$200	\$400	\$400

\* The Wellby Spending Checking account and the Wellby Spending Plus Checking account have been sunset. As of 12/01/2023, 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	Account to Account	External Transfers (P2P)
Limit and Frequency	\$5000/day	\$1000/transfer or \$2000/day

**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) 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 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) 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](http://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.