# ADDENDUM I

## I. Reliance on Signature Card

In making payments of funds deposited in an account, the member/owner (or the member's/owner's agent or fiduciary) grants the credit union the right to rely conclusively and entirely upon the form of the account and the terms of the account agreement at the time the payments are made. The credit union is not required to inquire as to either the source or the ownership of any funds received for deposit to an account, or to the proposed application of any payments made to an account. Unless eFCU has received written notice of the existence of a dispute between the owners/depositors/beneficiaries/or other persons claiming an interest in funds deposited in an account, all payments made by the credit union from the account at the request of any owner/depositor to the account (or fiduciary or agent of any owner/depositor to the account) in accordance with the account agreement shall constitute a complete release and discharge of the credit union from all claims for the amounts so paid.

## II. Powers of Attorney

The credit union may honor a power of attorney only if it is in a form that is acceptable to the credit union. A new statutory durable power of attorney was enacted by the Texas Legislature, effective September 1, 1993.

### III. Statutory Lien or Set-off

Right of set-off applies to any share, checking or certificate account. Each party named (individual or joint) hereby acknowledges that the credit union has the right to charge or set-off against any deposit of the party named with the credit union any debts or obligations owing by the party(ies) to the credit union whether direct or indirect, secured or unsecured, absolute or contingent, joint or several, due or to become due, whether as makers, endorser, guarantor or otherwise, now existing or hereafter contracted or acquired by the credit union or wherever payable , and the interest thereon, and any expense which may be incurred by the credit union in connection therewith, and this Agreement shall be construed to be the consent of the party or parties named to such a charge or set-off against his/her/their account(s) if consent be required by any present or future Statue or law.

### IV. Satisfactory Identifications

The credit union has the right to require satisfactory identification when any member desires to conduct credit union business. Such is for the protection of the members and their accounts. Ordinarily, the credit union will accept only a picture identification card issued by an agency of the Federal or State government, such as a Texas Driver's License.

## V. Ability to Suspend Services

The credit union has the right to suspend services to any member who has caused the credit union a loss and has not voluntarily repaid the credit union for such loss and as to any member which any credit union employee reasonably believes is guilty of: (1) 'disorderly conduct' as defined by Section 42.01 of the Texas Penal Code (effective September 1, 1994) on the premises owned and occupied by the credit union; or (2) 'public intoxication' as defined in Section 49.02 of the Texas Penal Code (effective September 1, 1994) if committed on premises owned and occupied by the credit union premises are not public places under such laws, and whether the member is ever charged or acquitted of such offense.

### VI. Escrow and Custodial Accounts

Establishment of, deposits to, and withdrawals from escrow and custodial accounts shall be in accordance with the agreement establishing such accounts. Funds on hand in an escrow account may not be paid to the party depositing same if the rights of other parties to the agreement establishing the escrow account are effected. Funds deposited under a court order shall be paid out only upon a certified copy of a court order, authorizing or compelling eFCU to do so.

## VII. Voluntary Association Accounts

eFCU is authorized to establish voluntary association accounts, i.e., those established by a group of persons who have associated together to achieve a common goal, but without being incorporated with a corporate charter. If a majority of such association are members, or are eligible for membership in eFCU, and the credit union is furnished with the necessary documentation to establish the authority of persons dealing with the account, the credit union will act accordingly.

#### VIII. Lost Cashier's, Certified, or Teller's Check

You do not have the right to stop payment on a Certified Check, or a Cashier's Check, or a Teller's Check issued by eFCU. However pursuant to the new U.C.C. 3-312 an exception is provided. This rule says a financial institution which issued one of the aforementioned items may refund the amount of the check to a claimant if certain conditions are met. The claimant must provide a written declaration of loss and must make the claim at a time and in a manner that gives the financial institution a reasonable time to act upon it but not sooner than 90 days after the date of the check. You hereby agree that if we have paid the item as described above we are no longer obligated to pay the check if subsequently presented to us.

### IX. Service Charges

In signing the member application and agreement, any signature card, and by receiving this Addendum I and the membership brochure, each member agrees to be bound by all of the terms thereof, and to pay such fees as the credit union may establish from time to time for services rendered to members. Research, legal process, and adverse claims – to the extent not prohibited by applicable law, you will be charged for research, reproduction and production of documents for our compliance with subpoenas, administrative orders, summons, court orders, levies, garnishments, attachments, or other legal process and any other expenses incurred by us in connection with our compliance, including but not limited to attorney fees. In the event any action, including administrative proceedings, garnishments, tax levies, restraining orders, or other action is brought against you or your account, you agree to protect us from any liability or expense, which may result from the action unless that liability or expense is the result of our breach of this or other agreements with you. We may refuse to pay out any money from your account until any dispute over the funds has been resolved by a court, or by agreement of the parties, which is documented to our satisfaction. You agree to reimburse us for any expenses, including attorneys fees, that we incur because of such dispute, including those involved in our interpleading and tendering into court amounts against which conflicting claims are made. We have the right to pay any money from your account that is due or required by law even if it results in an overdraft or reduces your account to the point where we return one or more items for insufficient funds.

### X. Other

You authorize the credit union to check your employment and credit history and to obtain credit reports in connection with this addendum I and your request for membership. If you request, the credit union will tell you the name and address of any credit bureau from which we received a credit report(s) on you. You understand that it is a federal crime to willfully and deliberately provide incomplete or incorrect information on any application made to a financial institution whose deposits are insured by a government agency. You agree to notify the credit union of any change in your name, address or employment within a reasonable time thereafter.

I/We Acknowledge receipt of this Addendum I & the credit union's Fee Schedule.

Primary Account Holder

Date

Secondary Account Holder

Date