

PRIVACY POLICY

La Joya Area Federal Credit Union collects nonpublic information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates, or others; and
- Information we receive from a consumer reporting agency.
- We may disclose all of the information we collect, as described above, to companies that
 perform marketing services on our behalf or to other financial institutions with whom
 we have joint marketing agreements.
- We do not disclose any nonpublic personal information about our members and former members to anyone, except as permitted by law.
- We restrict access to nonpublic personal information about you to those employees who
 need to know that information to provide products or services to you. We maintain
 physical, electronic, and procedural safeguards that comply with federal regulations to
 quard your nonpublic personal information.

DISCLAIMERS

Links to Other Sites

- You are leaving the La Joya Area FCU web site.
- You are linking to an alternate web site not operated by the credit union.
- The credit union is not responsible for the content for the alternate web site.
- The credit union does not represent either the third party web site or the member if the two enter into a transaction.
- Privacy and security policies may differ from those practiced by the credit union.

Links to non-La Joya Area Federal Credit Union websites are provided solely as pointers to information on topics that may be useful to users of the La Joya Area Federal Credit Union website. If you choose to link to a website not controlled by LJAFCU, we make no warranties, either expressed or implied, concerning the content of such site, including accuracy, completeness, reliability or suitability thereof for any particular purpose, nor does LJAFCU warrant that such a site or content is free from any claims of copyright, trademark or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. LJAFCU does not guarantee that authenticity of documents on the Internet. Links to non-LJAFCU sites do not imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such sites or any representation regarding the content as such sites.

FUNDS AVAILABILITY POLICY DISCLOSURE

This Disclosure describes your ability to withdraw funds at La Joya Area Federal Credit Union.

- **1. General Policy.** Our Policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal Holidays. If you make a deposit before 6:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 6:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.
- 2. Reservation of Rights to Hold. In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit. Funds may not be available until the fifth business day after the day of your deposit. However, the first \$100.00 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.
- **3. Holds on Other Funds.** 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. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another 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 until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.
- **4. Longer Delays May Apply.** We may delay your ability to withdraw funds deposited by check into your account an additional numbers of days for these reasons:

We believe a check you deposit will not be paid.

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

You deposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last (6) months.

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

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

5. Foreign Checks. Checks drawn on financial institutions located outside the U.S. Foreign checks cannot be processed the same as checks drawn on U.S. financial institutions.

Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn.

Equal Housing Lender

We do business in accordance with Federal Fair Lending Laws.

UNDER THE FEDERAL FAIR HOUSING ACT, IT IS ILLEGAL, ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, RELIGION, SEX, HANDICAP, OF FAMILIAL STATUS (HAVING CHILDREN UNDER THE AGE OF 18) TO: Deny a loan for the purpose of purchasing, constructing, improving, repairing or maintaining a dwelling, or deny any loan secured by a dwelling; or Discriminate in fixing the amount, interest rate, duration, application procedures or other terms or conditions of such a loan, or in appraising property.

IF YOU BELIEVE YOU HAVE BEEN DISCRIMINATED AGAINST, YOU SHOULD SEND A COMPLAINT TO:

Assistant Secretary of Fair Housing and Equal Opportunity Department of Housing & Urban Development Washington, D.C. 20410
For processing under the Federal Fair Housing Act and to:
National Credit Union Administration
Office of Examination and Insurance
Alexandria, VA 22314-3428
For processing under NCUA Regulations

UNDER THE EQUAL CREDIT OPPORTUNITY ACT, IT IS ILLEGAL TO

DISCRIMINATE IN ANY CREDIT TRANSACTION:

On the basis of race, color, national origin, religion, sex, marital status, or age, Because income is from public assistance, or Because a right was exercised under the Consumer Credit Protection Act.

IF YOU BELEIVE YOU HAVE BEEN DISCRIMINATED AGAINST, YOU SHOULD SEND A COMPLAINT TO:

National Credit Union Administration Office of Examination and Insurance Alexandria, VA 22314-3428 NCUA 1582 Rev. (7/94)