

# Account Agreements & Disclosures



**ASSOCIATED**  
**CREDIT UNION**

Better than a Bank

# Associated Credit Union

## Account Agreements & Disclosures

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# Account Agreements & Disclosures

Notice to Members: The laws and regulations governing the financial services we provide are complex. To ensure your understanding of our relationship with you, we provide this detailed Agreement which explains both your responsibilities and ours. Please read this document carefully, and feel free to ask any questions regarding these terms and conditions.

Please also note that the terms of this Agreement may change from time to time as provided for in this Agreement and applicable laws.

## Active Military Members and Dependents

Any terms or conditions herein contrary to the Military Lending Act ("MLA") are void for the period(s) during which you are entitled to the protections of the MLA.

## Notice of Binding Arbitration Agreement

You and the Credit Union agree to attempt to informally settle any disputes affecting your accounts which might arise under this Agreement. If that cannot be done, you and the Credit Union agree that any dispute affecting your accounts and/or services and arising out of or relating to this Agreement will be resolved by BINDING ARBITRATION administered by the American Arbitration Association in accordance with its Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer-Related Disputes. You thus GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this Agreement (EXCEPT for matters that may be taken to SMALL CLAIMS COURT). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT. The place of arbitration shall be Associated Credit Union; 6251 Crooked Creek Road, Peachtree Corners, GA 30092-3107. FOR MORE DETAILS, check the American Arbitration Association's website, [www.adr.org](http://www.adr.org), OR call the American Arbitration Association's Customer Service telephone number at (800) 778-7879. Please note that any debt or loan obligation you may have with us is not subject to this arbitration agreement, unless expressly agreed to separately as a part of such other agreements or obligations.

**Special Note:** Your relationship with the Credit Union is also governed by state and federal laws, which may change from time to time. The body of law is too large and complex to be reproduced here. The purpose of this Booklet is to: (1) summarize the rules applicable to common Transactions; (2) establish rules to govern Transactions not regulated by state or federal law; (3) establish variations that will apply to certain rules, events or Transactions as permitted by applicable law; and (4) provide you with certain disclosures and information regarding our policies as required by law. By signing a Membership Application and Signature Card or your use or continued use of any account or account services after receiving this Booklet, notice of its availability or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this Booklet, and the Service Charge Information schedule, as amended from time to time.

# **Membership, Account And Account Services Agreement – General Terms And Conditions**

Terms, Conditions and Limitations of Your Relationship with the Credit Union: The following terms govern our relationship with you. All Credit Union services are further governed by the terms and conditions set forth in any future agreements and/or disclosures together with the Credit Union's Bylaws, Policies and Procedures, which are herein collectively referred to as "Agreement". This Agreement governs all services whether opened now or in the future. This Agreement may be amended or revised by us at any time, and any change in the Agreement shall be immediately effective unless otherwise specifically required by applicable law. This Agreement is binding upon the account owner and all parties hereto together with their heirs, successors, assigns and any other person claiming any right or interest under or through said parties. You agree at all times that you will comply with all Applicable Laws. "Applicable Laws" shall include: "(i) Visa U.S.A. Inc. Bylaws, Visa U.S.A. Inc. Operating Regulations, Visa U.S.A. Inc. Certificate of Incorporation, Visa International Bylaws, and Visa International Operating Regulations; (ii) NACHA's (The National Automated Clearing House Association) Operating Rules; (iii) the Operating Regulations of any network through whom you initiate or process any transaction(s); and (iv) any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, any state thereof, or of any applicable foreign government or state thereof, as the same may be amended and in effect from time to time; and you agree that such Applicable Law shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement. The Credit Union is not in any way limited in the use of the name of any person or entity that claims trademark, copyright or other such status regarding a name in the ordinary course of Credit Union business, in providing any services we may offer; or in using such name in any other manner authorized by our agreements or applicable laws. Personal / Commercial: You agree that all accounts and services will be for personal, family and household purposes. If we in our discretion ascertain other use such as commercial we may require the account(s)/services(s) be closed or converted to business. Disabilities: We will accommodate reasonable requests to assist members with disabilities. In order to do so you agree to notify us of any disability and/or accommodation requests. You will notify us regarding any service providers you wish to use; and you will provide us with information to allow us to identify the service providers.

## **General Definitions / Requirements**

### **In this Booklet the words**

**"Access Device"** means any card, electronic access device and/or any codes, passwords or personal identification numbers (PIN) that ACU issue to allow you to access and/or use any account or other services. With regard to online or internet transactions an access devise shall also include any computer, smart-phone or other hardware used to make or process a transaction. Use of Biometrics / Fingerprints: Credit Union may provide access to your accounts and services through the use of fingerprints or other biometrics. You agree to the use of such biometrics, and will cooperate with the Credit Union in implementing any new technology. Biometric technologies may be used for authentication. A biometric identifier measures an individual's unique physical characteristics and compares it to a stored digital template for

authentication. A physical characteristic can be a thumbprint, fingerprint, facial recognition or iris pattern. A biometric identifier can be used as a single or multifactor process.

**Important Notice on Biometrics:** When you enable biometric access every person with an enrolled fingerprint on for your accounts, services or device used to access your accounts and services will have access to your accounts and services, and may access your accounts, view your information, conduct transactions on your behalf, and has your authority to engage in these activities. Enrolled biometrics expand the number of persons who have access to your account regardless of the signers listed on your account agreement with us. CREDIT UNION ADVISES YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED BIOMETRICS BELONG TO INDIVIDUALS WITH AUTHORITY AS DESCRIBED ABOVE. BY ACTIVATING ACCESS/SERVICES REQUESTED BY YOU THE CREDIT UNION RELIES ON YOUR REPRESENTATION THAT ANYONE WITH A REGISTERED BIOMETRIC HAS PROPER AUTHORITY.

**Touch ID**, a service provided by Apple IOS, allows you to use your fingerprint to login securely instead of entering your user id and password. When Touch ID authenticates a fingerprint registered to your device, a secure token is exchanged with the Associated Credit Union's Mobile App to permit access – Associated Credit Union never receives or sees your fingerprint information. Your user id and password will not be stored on this device. For information on how Apple protects your fingerprint and Keychain data, please see Apple's Privacy Policy and iOS security guides.

**“Account Access”** a. Authorized User(s). All withdrawals, transfers and transactions made by any person to whom you have at any time provided authority or the means to access your accounts or other services shall be deemed authorized by you, and the Credit Union will not have any responsibility or liability whatsoever for such withdrawals, transfers or other transactions. b. Access to Account Information. You agree that all owners, borrowers and authorized users, may have access to all of the information you provide to us, or which we gather and maintain regarding our relationships with you; and that they may provide authority to others. This includes, but is not limited to information regarding transactions, account history, your loan relationships with us, and other information relating to or arising with regard to any of your accounts, loans or other services with us. Further, you understand that we utilize a consolidated statement for your accounts, account services, loans and all other services with us. You understand and agree that we are authorized to send jointly and/or provide to any individual owner or borrower a statement that includes all of the information on the consolidated statement even though all parties receiving the statement may not be owners or borrowers as to all of the accounts or services addressed in the statement. c. Sharing Information with Other Persons, Co-Borrowers, Co-Signers/Guarantors, Owners of Collateral Pledged and Others. You hereby consent and agree that we may share any information regarding your obligations with us or collateral pledged to secure any obligations you owe to the Credit Union with the persons listed in this subsection if we receive a request which we in good faith believe to be related to any such obligations, refinancings, sales, trades, transfers, exchange or Transactions Also, you consent and agree that we may provide pay-off or payment information to persons or entities who seek to make payments on your behalf, including potential “pay-offs”. This may include account numbers and information necessary to process payments. d. Access to Third Parties. When you give another party access to your accounts or account information you understand

and agree that we have no liability or obligation for any errors, claims or losses of any type of nature whatsoever relating to any transactions initiated as a result of your relationship with that third party, including any claims or losses that may arise from any access to your accounts or personal information. e. Third Parties: To expedite the matters herein for your benefit, you agree that we can rely on the representations made to us by a third party, and our duties to you hereunder do not require us to investigate or document a request for such information.

**“Actual Balances and Available Balances”** as explained in this Agreement there are many circumstances that will affect your access to the funds in your accounts. Many of these transactions are beyond the Credit Union’s control as they are requirements of the payment networks that your transactions are processed through via the merchants with whom you choose to do business. Also, ACU may place holds on various deposits as explained in the Section in this Agreement on Funds Availability, and elsewhere. Thus, your account records may show an “Actual Balance” and an “Available Balance.” The Actual Balance is the total amount of funds in your account(s). The Available Balance is the amount of the Actual Balance that is available for transactions (withdrawals, write checks, debit transactions, online banking or other authorized transactions). You should take care only to make transactions against the Available Balance as these are the only funds you may access for transactions. If you exceed the Available Balance (even though the Actual Balance may be greater) you may overdraw your account as new or additional transactions cannot be processed until funds are available for transactions. This may result in Insufficient Funds Transactions, Returned Items and Fees including Overdraft Protection Fees as a result of exceeding your Available Balance. Also, be sure you understand the order in which your transactions are paid as explained in Payment Order of Your Transactions, so that you may avoid making transactions that exceed your Available Balance.

**“Authorized User”** and **“Authorized Use”** means any person who has actual, implied or apparent authority, or to whom any owner has at any time given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If you have a joint owner on an account that has any access to the joint account (online or otherwise) you understand that this owner or authorized user may access all accounts and services associated with the account and all other accounts having the same account prefix (i.e. account number and all suffixes associated with said account number). If you authorize anyone to use your access devices, that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If ACU or any of our agents contact you regarding any transaction(s) and you verify the transaction(s) you agree ACU may rely on your verification; and that any such transaction(s) shall be deemed authorized by you. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, ACU may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

**“Check”** means an acceptable written “instrument” on your account(s), and includes the term “share draft.”

**“Instrument”** means a written order as defined by Articles 3 and 4 of the Uniform Commercial Code pursuant to the laws of the State set forth in this Agreement.

**“Owner”** means the person(s) who have a present ownership interest in the sums on deposit in the multiple party (joint) accounts with the Credit Union, subject to the Credit Union’s lien rights or any security interest. A person is not an “owner” unless specifically designated as such in a completed and signed Membership Application and Signature Card.

**“Shares”** for the purpose of your pledge to secure your obligations to the Credit Union, our common law right of set off, and otherwise, "share(s)" mean all deposits in any share savings, share draft, club, share certificate, P.O.D., revocable trust or custodial account(s), whether jointly or individually held -- regardless of contributions, that you have on deposit now or in the future, all of which are deemed "general deposits," for the purpose of your pledge. Your pledge does not include any I.R.A., Keogh, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest.

**“Taxpayer Identification Numbers (TIN) and Certification and Identification”** Pursuant to the Account Card used to open your account(s) with us, you provided a certification regarding the accuracy of your taxpayer identification number (usually your Social Security Number) and whether your account is subject to backup withholding under the Internal Revenue Code. This certification applies to any and all accounts you have with us now or in the future, unless you provide written notification to us that specifically provides otherwise. You agree to comply with all our requirements for identification which we may require, including photographing, video recording and providing fingerprints or other biometrics.

**“Transaction or transaction”** means any deposit, order, transfer, payment, purchase via POS transaction or otherwise, withdrawal or other instruction relating to any account or account service provided by the Credit Union.

## **Temporary Holds and Authorizations for Amounts in Excess of Transactions**

To facilitate certain transactions you make we may place temporary holds on funds in your accounts. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions. Therefore, it is your obligation to insure that sufficient funds are on deposit at all times to cover the transactions you make – including the amount that may be subject to these holds. Pursuant to the processing networks rules a merchant (hotel, car rental company, retailer, etc.) may obtain authorization for up to 3 times the total estimated amount of your actual hotel stay, car rental or purchase. This is deemed to be an “authorized amount” by you and the authorized amount will not be available via your account until after your bill is finally settled with such merchant(s), which can cause an insufficient funds situation in your account(s). Even if your bill is satisfied with another form of payment, the merchant/retailer may continue to hold the funds as originally authorized by you for these time periods. In order to avoid problems associated with these holds and authorizations, we recommend you not use your debit/check card when checking in at hotels or renting cars (which are the primary source of such holds/authorizations).

## **Compliance with Laws and Inappropriate Transactions**

You agree to comply with all laws, rules and regulations. You also warrant and agree that you will not use any Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law or otherwise prohibited by applicable laws; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Third Party Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. Please see the Unlawful Internet Gambling & Other Illegal Activities section for additional restrictions.

## **Credit Union's Right to Investigate**

It is agreed that it is critical to the Credit Union and its members that the Credit Union have full rights to investigate all transactions, methods and means of making transactions to protect its members and the Credit Union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction(s) or other notification related to or arising from any transaction(s), methods or means of making transactions the Credit Union shall have full rights of investigation to extend to all persons, means and methods of making transactions. It is expressly agreed that this shall specifically include the right to inspect and scan a member's or users access device(s) including but not limited to computers, tablets and smartphones; and to report the Credit Union's findings of such investigation to all owners and/or users.

## **Credit Reports, Membership-Account Eligibility, Other Credit Union Services and Social Media**

To verify your eligibility or continued eligibility for membership, any account(s), service(s), or loan products; increases or decreases in services and/or credit limits, now and in the future; or as needed to comply with any applicable law, regulation or governmental agency requirements including but not limited to escheatment / abandoned property, privacy, or other issues that may affect your rights, you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports. You agree that this authority applies to any account, account-related service, loans or other financial products you request or which we may offer or make available to you. We may also report information concerning your account(s) and credit to others. You also understand that you may elect from time to time to use Credit Union or other parties' social media tools and sources; that there is no claim of privacy or privilege regarding



information shared or discernible from such use or sharing; and the use of such information by us does not violate your privacy or other rights. If you have consented to communicating with us via social media we may use any social media addresses you may establish from time to time.

## **Joint Membership Agreement**

If signature cards are signed by more than one person, all those signing hereby apply for joint membership in Associated Credit Union, and in consideration of the approval of applicants in joint membership by the said credit union, do hereby agree each with the other and with the said credit union, that all sums now invested in shares of deposits, or thereafter paid in as payments or shares of deposits, and all dividends therefrom shall be owned by us jointly with the right of survivorship, and shall be subject to withdrawal by either, or the survivor of us, and said payments upon withdrawal shall be valid and release and discharge such credit union from any payments so made.

In case of the death of any one or more of said joint members, all rights and privileges of membership and all rights and privileges of ownership in all shares held jointly in said credit union shall be vested in the survivor or survivors.

Your obligations under this agreement are joint and several. This means that each Joint Account Holder is fully and personally obligated to Associated Credit Union for the Account's status, including liability for overdrafts, debit balances and any discrepancies, irrespective of which Account Holder made or benefited from a withdrawal or other transaction. The credit union may transfer funds from other Accounts with the credit union which you or any Joint Member may have to clear up the deficiency in the Account held jointly.

## **Checking Account Agreement**

I (We) hereby authorize Associated Credit Union to establish a checking account for me (us). The credit union is authorized to pay checks (also known as share drafts) signed by me or anyone whose signature appears on the signature card and to charge the payments against the checking account. It is agreed that:

- a. Only checks and other methods approved by the credit union may be used to withdraw funds from the checking account. I understand that withdrawals at ATMs, Debit Card usage, and payments made through Online or Mobile Banking may be restricted after any loan is ten days past due.
- b. The credit union is under no obligation to pay a check which exceeds the available balance in the checking account or a check on which the date is more than six months old.
- c. Except for negligence, the credit union is not liable for any action it takes regarding the payment or non-payment of a check.
- d. Credit Union may disregard all information on or any writing or memorandum attached to any check or item except for your signature, the amount and the information that is magnetically encoded.
- e. Credit Union may pay checks or other items drawn upon your account in any order determined by us, even if paying a particular check or item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account.

- f. Because of the nature of the Credit Union check program, neither the Credit Union nor any other processing entities shall be responsible for the authenticity of the checks with regard to the signature or alterations; and checks, when presented, shall be paid without verification.
- g. You agree that the Credit Union does not fail to use ordinary care because our procedures do not provide for sight examination. You will notify us immediately if you learn or have reason to know that any of your checks have been lost or stolen. If you are negligent in safeguarding your checks or if there is a processing problem due to your use of a check printer we do not approve, we will not have any liability or responsibility for any losses you incur as a result if we act in good faith pursuant to standard commercial practices.
- h. Credit Union has no obligation to retain the originals of any checks or other documentation. You agree to keep a copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that the Credit Union may provide a copy or an electronic image of the original check. The Credit Union may charge you a fee as set forth in the Service Charge Information schedule for each requested item and/or for research as applicable.
- i. If checks are written for funds in excess of the checking account balance and I (We) have a line of credit open-end loan account, funds may be transferred to the checking account in increments of \$100 necessary to pay the checks, and the amount transferred will be added to the line of credit balance, not to exceed the approved limit.
- j. If checks are written for funds in excess of the checking account balance and an approved line of credit does not exist, the credit union may transfer all but \$5 from my (our) regular share (deposit) account, money market account or the funds from other accounts that I, or any of my Joint Owners may have, to clear up the deficiency in the checking account.
- k. In case of errors or questions arising from reviewing your statement, send us a written notice as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.
- l. All non-cash payments received in the checking account will be credited subject to final payment.
- m. The checking account shall be subject to service charges in accordance with the rate schedules adopted by the credit union from time to time.
- n. Any funds in the checking account may not be used as collateral security for a loan. Any funds desired as security must be transferred to a regular share (deposit) account.
- o. ACU may terminate my account at any time without notice to me if there has been any misrepresentation or any other abuse of any of my accounts. The use of the checking account is subject to such other items, conditions and requirements as the credit union may establish from time to time.
- p. If signed by more than one person, this agreement is subject to the additional terms and conditions of any Joint Membership Agreement that applies to a share account in our joint names, or if there is no such agreement, this agreement is subject to the additional terms and conditions disclosed in the Account Agreements and Disclosure booklet.

- q. ACU is authorized to obtain a credit report on all persons signing the signature card for the purpose of determining eligibility for this account.
- r. I understand that if this account has more than one owner, all joint owners have access to my Share Account, Money Market Account, Safari Club Account, CU \$aveMore Account, Holiday Club Account and the Line of Credit Account.
- s. I acknowledge receipt of the Truth in Savings Account Disclosure, Rate and Service Charge Information Disclosures and Funds Availability Policy.

## **Money Market Account Agreement**

I (We) hereby authorize Associated Credit Union to establish a special savings account for me (us) to be known as a Money Market Account. The credit union is authorized to make transfers or withdrawals authorized by me or anyone else whose signature appears on the signature card and to debit them against my (our) money market account. It is agreed that:

- a. I (We) will maintain the minimum balance as determined by the credit union.
- b. I (We) understand that by maintaining the requested minimum balance in my (our) money market account, that all funds in the account will earn the interest rate as determined by the board of directors from time to time, which will be paid to the account on the last day of each month.
- c. I (We) understand that if the balance in the money market account falls below the minimum balance required by the credit union, that the balance in the account will earn no interest for the month.
- d. Only methods approved by the credit union may be used to withdraw funds from the account.
- e. All non-cash items deposited to the account are subject to final collection.
- f. Funds in the money market account may not be used as collateral security for a loan. Funds desired as security must be transferred to a regular share (deposit) account.
- g. I (We) understand that all withdrawals from the money market account must be the minimum amount required by the credit union.
- h. The use of the money market account is subject to such other items, conditions and requirements as the credit union may establish from time to time.
- i. If signed by more than one person, this agreement is subject to the additional terms and conditions of any joint share Joint Membership Agreement that applies to a share deposit account in our joint names; or if there is no such agreement, this agreement is subject to the other areas within this agreement in its entirety.
- j. ACU is authorized to obtain a credit report on all persons signing the signature card for the purpose of determining eligibility for this account.
- k. The account shall be subject to service charges in accordance with the Service Charge Information schedule adopted by the credit union from time to time.
- l. I acknowledge receipt of the Truth In Savings Account Disclosure, Rate and Service Charge Information Disclosures and Funds Availability Policy.

## **Authorized Signature**

We will not be liable for refusing any order or item if we believe in good faith that the signature on any order or item is not genuine. We are authorized to honor any Transactions initiated by a third person if you provide your access device or other information to a third person. Also, you authorize the use of facsimile signatures and electronic signatures under applicable laws; and we shall not be liable for honoring any instrument that appears to bear your signature, even if made by an unauthorized person.

## **Unlawful Internet Gambling & Other Illegal Activities**

You agree that you are not engaged in unlawful Internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful Internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful Internet gambling or other illegal activities.

## **Payment Order of Your Transactions**

To assist you in handling your account(s) with ACU, we are providing you with the following information regarding how ACU process the items that you authorize. When processing items drawn on your account, our policy is to pay them as ACU receives them. ACU commonly receives items to be processed against your account(s) multiple times per day in what is referred to as presentment files. Each presentment file received commonly contains a large amount of a specific type of item (Check, ACH, or ATM/POS). It is common for each of these presentment files to contain multiple items to be processed against your particular account. In this case, when multiple items are received at once, the items will be paid as follows: checks are paid in order of lowest to highest; ACH items in each presentment file post credits first, then debits paid by dollar amount, lowest to highest, and generally ACU will receive up to four ACH presentment files per day; ATM/POS items are paid in the order they are presented. Items performed in person such as withdrawals or checks cashed at one of our locations or a shared branch, are generally paid at the time they are performed. Why this is Important to You: The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Our payment policy may cause your larger, and perhaps more important, items to not be paid first (such as your rent or mortgage payment), but may reduce the amount of overdraft or NSF fees you have to pay if funds are not available to pay all of the items. If an item is presented without sufficient funds in your account to pay it, ACU may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere in this Agreement. ACU encourages you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

## **Rules for Non-PIN transactions**

Your debit card or other access device may allow you to conduct transactions on networks, which will generally require you to enter your PIN. Some merchants are authorized to accept transactions that are not processed via VISA network(s) without requiring you to enter your PIN. If you authorize such a transaction the provisions of this agreement that provide protections for VISA network transactions such as "Zero-Liability" will not apply.

## **Payments To Associated Credit Union Visa Credit Cards**

When payments to your Visa Credit Card are made for \$2,000 or more, the amount of the payment will not be available for use for up to three business days.

## **Power of Attorney**

You agree that regardless of any laws, rules or regulations we may in our sole discretion refuse to honor or accept a power of attorney to open, close, deposit, or make Transactions on any account or to supply endorsements on checks or any other items or to take any other action with respect to an account, loan or other service. The Credit Union may allow a third person acting as your attorney-in-fact to make Transactions regarding your account(s) or conduct other business on your behalf without any liability to you, pursuant to a Power of Attorney, but have no obligation to do so. You agree that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your attorney-in-fact, and may restrict or refuse account access, withdrawals and Transactions.

You further agree we may require that a Power of Attorney be registered with the appropriate recording authorities. We may restrict the types or amounts of Transactions we permit an attorney-in-fact to conduct. We may require a separate form for each account or service for which you want to grant power of attorney. If your agent or attorney-in-fact does not present the original form, we may either accept or refuse to honor any power of attorney you grant and with no liability to you. If we accept a power, we may continue to recognize the authority of your agent or attorney-in-fact until we receive written notice of revocation from you and have had a reasonable time to act on it.

We within our discretion may not recognize a power of attorney given by one owner of a Joint Account without the consent of the other Joint Account holder(s).

You agree to indemnify and hold the Credit Union harmless for accepting and/or honoring any power of attorney, or copy thereof, which we accept in good faith and believe to be valid and authorized by you.

## **Third Party Documents**

From time to time you may present us with certain documents that the Credit Union is not a party to (examples include but are not limited to: trust agreements, business operating agreements, contracts, court orders such as divorce settlement agreements, etc.). The Credit Union may require such documents for a purpose such proving the existence of an entity or trust as required by applicable laws. However, the Credit Union is not a party to such agreements and mere possession of these documents does not in any imply or impute knowledge of the contents of such documents to the Credit Union or its employees.

## **Change of Name, Address or E-Mail Address**

You will promptly notify us of any change of address or your name, including your e-mail or other electronic address by: (1) writing us at the address set forth in this booklet or in the Service Charge Information schedule as applicable or via the Credit Union's secure web site (the portion of the site you may access after entry of your user name and

password or PIN). In the absence of such notice, any mail, disclosure or notice to you at any: address, forwarding address provided to us by the U.S. Postal Office, or e-mail address shown by our records or any communication received from you will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery of any item we may be required to provide, regardless of actual receipt by you. If we receive notice that address you provide to us is not or is no longer correct, or has changed without notice to us, and we attempt to determine your new name or address; then the Credit Union may, in its discretion: (1) charge a fee as set forth in the Schedule to determine your current address; and (2) discontinue sending any statements, notices or other items to you until verifiable information is provided to correct any deficiency under this provision; and/or (3) in the case of e-mail addresses switch you to mailed statement and charge a fee as set forth in the Service Charge Information schedule for mailed statements.

## **Claims & Disputes Concerning Your Account**

If another person or entity makes a claim against funds in your Account, or if we have reason to believe there is or may be a dispute over matters such as the ownership of the Account or the authority to withdraw funds, we may in our sole discretion: (1) continue to rely on current signature cards, resolutions or other account documents, (2) freeze all or part of the funds until the dispute is resolved to our satisfaction, or (3) pay the funds into an appropriate court of law for resolution.

ACU may terminate or freeze your Accounts at any time, without notice to you, if there has been any misrepresentation or other abuse of any of your Accounts. It may also terminate or freeze Accounts held separately by Joint Owners of your Accounts.

## **USA Patriot Act**

In accordance with section 326 of the USA Patriot Act, 2001, which requires Associated Credit Union to help the government fight the funding of terrorism and money laundering activities, ACU is required to obtain basic identifying information from you and verify that information when you open a new account.

This means the staff of ACU will ask you for some basic information such as your name, address, date of birth, and other information assigned to help us identify you. ACU staff will also ask to see documents identifying you such as a social security card, driver's license, passport, or some other government-issued document.

In some cases, identification will be requested for those individuals conducting business with ACU prior to the effective date of the member identification requirements. This is because original documentation was not obtained with the opening of the account or ACU is unable to form a reasonable belief that it knows the true identity of the existing account holder.

In all cases, protection of our member's identity and confidentiality is the credit union's pledge to you. ACU appreciates your patience and understanding as we all do our part in complying with the account identification procedures required by the federal USA Patriot Act of 2001.

## **Fair & Accurate Credit Transactions Disclosure**

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

## Using Cards Outside The USA

Visa Credit Card and Debit Card transactions made in foreign countries might be out of the ordinary compared to your normal spending habits and could be interpreted as fraud.

If we suspect fraudulent card use, we'll be calling you to validate the legitimacy of your transactions. Your participation in responding to our call is critical to prevent potential risk and avoid the blocking of your card for further transactions.

- The phone number we'll be calling you from for debit transactions is 1.866.890.7787.
- The phone number we'll be calling you from for credit transactions is 1-866-334-1048
- Our representative or automated system will ask you to verify recent transaction activity on your card.
- You'll be able to speak with a representative to verify the transactions.
- The toll-free number to call is 1.866.890.7787. This is also the phone number that will show up on caller ID when we call you.

For your convenience and to ensure your card usage goes smoothly while traveling, be sure to let us know in advance if you plan to use your Visa Credit Cards and Debit Cards while traveling outside the USA. Simply provide us your travel plans, dates, and the best contact phone number to reach you by filling out our *Request For Card Usage Outside The USA* form available on [acuonline.org](http://acuonline.org).

## How We May Contact You

If we need to contact you to service or to collect amounts you owe, you authorize us (and our affiliates, agents and contractors) to contact you at any number you provide, from which you call us, or at which we believe we can reach you. We may contact you in any way, such as calling or texting. We may contact you on a mobile, wireless or similar device, even if you are charged for it. We may monitor and record any calls between you and us.

## Member Overdraft Privilege Policy

An insufficient balance can result from several events, such as (1) the payment of checks, electronic funds transfers or other withdrawal requests; (2) payments authorized by you; (3) the return of unpaid items deposited by you; (4) credit union service charges; (5) Temporary Holds and Authorizations for Amounts in Excess of Transactions; or (6) the deposit of items which, according to the credit union's Funds Availability Policy, are treated as not yet available or finally paid. We are not obligated to pay any item presented for payment if your account does not contain sufficient funds.

As long as you maintain your account in "good standing," we may approve your overdraft items within your current available Member Overdraft Privilege limit as a non-contractual courtesy. For overdraft consideration, your account is in "good standing" if you (1) make sufficient deposits to bring your account to a positive end-of-day balance at least once every 30 calendar days (including the payment of all credit union fees and charges); (2) avoid excessive overdrafts suggesting the use of Member Overdraft Privilege as a continuing line of credit; and (3) have no legal orders, levies or liens against your account.

Please be aware that the order of item payment may create multiple overdraft items during a single credit union day for which you will be charged our overdraft item fee for each overdraft item paid. For information about the order of payments on your account, see the Payment Order of Your Transactions section of the agreement.

You may opt out of the privilege at any time, but you are responsible for any overdrawn balances at the time of opting out. Normally, we will not approve an overdraft for you in excess of the predetermined amount assigned to your account type. So as not to exceed your limit, please note that the amount of the overdraft plus the credit union's overdraft item fee per item will be deducted from the overdraft limit.

We may refuse to pay an overdraft item at any time even though we may have previously paid overdrafts for you. For example, we typically do not pay overdraft items if your account is not in good standing as defined above, or, if based upon our review of your account management, we determine that you are using Member Overdraft Privilege excessively or seem to be using Member Overdraft Privilege as a regular line of credit. You will be charged a returned item fee for each item returned.

You will be promptly notified of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdraft including our overdraft item fee or a returned item fee that you owe us shall be due and payable upon demand, but if no demand is made, no later than 30 calendar days after the creation of the overdraft. If there is an overdraft on an account with more than one owner on the signature card, each owner and agent, if applicable, shall be jointly and severally liable for all overdrafts inclusive of fees.

Member Overdraft Privilege should not be viewed as an encouragement to overdraw your account. To avoid fees, we encourage you to keep track of your account balance by entering all items in your check register, reconcile your checkbook regularly, and manage your finances responsibly. If you would like to have this service removed from your account, please call 770. 448.8200, Ext. 2392, or fill out the Member Overdraft Privilege Opt-Out form available on [acuonline.org](http://acuonline.org).

Please note that your Member Overdraft Privilege limit may be available for each item paid under the limit created by checks and other transactions made using your checking account number, such as a teller withdrawal, an automatic payment (ACH) transaction, an automatic bill payment or recurring debit card payments. At your request, we may authorize and pay ATM transfers or withdrawals and everyday debit card purchases using your limit.

Limitations: Member Overdraft Privilege is a non-contractual courtesy that is available to individually or jointly owned accounts in good standing for personal or household use. Associated Credit Union reserves the right to limit participation to one account per household and to suspend, revoke or discontinue this service without prior notice.

## **Truth-In-Savings Disclosure**

Federal and State laws govern much of our relationship with you. In particular, laws concerning negotiable instruments, savings accounts and how we treat activity in these accounts. The attached Rate disclosure provides dividend rates and annual percentage yields for specific accounts. Service charges are in the attached Service Charge Information disclosure. Please retain them for your records.



The word “Accounts” means one or more share or other accounts you have with ACU. When you sign the account card, you agree to the terms of this Disclosure, the account card, any account receipt, the credit union’s Bylaws and policies as amended from time to time,

and the Truth-In-Savings Service Charge Information. All of these documents govern your account agreement with us.

## **Savings & Checking Accounts**

### **Share Savings Account**

Minimum deposit to open account.....	\$5.00
Minimum balance required to earn dividends .....	\$50.00
Method of computation .....	Average Daily Balance*
Interest will be credited.....	Quarterly
Interest will be compounded .....	Quarterly
Statement Period .....	Quarterly**

To open a share account you must pay a nonrefundable membership fee of \$5.00. You are allowed four free withdrawals per month from your Share Account. Additional withdrawals will result in a charge. This account provides overdraft protection for your checking account. Withdrawals at ATMs and payments made through Online or Mobile Banking may be restricted after any loan is ten days past due.

### **Regular Money Market Accounts**

Minimum deposit to open account.....	\$1,000.00
Minimum balance required to earn dividends .....	\$1,000.00
Method of computation .....	Average Daily Balance*
Interest will be credited.....	Monthly
Interest will be compounded .....	Monthly
Statement period.....	Monthly**

Transfers initiated by telephone, home banking, wire, or automatically (i.e. overdraft protection) are limited by regulation to 6 per month. Additional transfers of this type may be denied.

### **Club Accounts (Holiday, Safari Savings, & CU SaveMore)**

Minimum deposit to open account.....	\$10.00
Minimum balance required to earn dividends .....	\$50.00
Method of computation .....	Average Daily Balance*
Interest will be credited.....	Quarterly
Interest will be compounded .....	Quarterly
Statement period.....	Quarterly**

### **Associated, Prime Times, & HSA Checking Accounts**

Minimum deposit to open account.....	\$25.00
Minimum balance required to earn dividends .....	None
Method of computation .....	Average Daily Balance*
Interest will be credited.....	Monthly
Interest will be compounded .....	Monthly
Statement period.....	Monthly**

Cost for check printing varies depending on style of check ordered. Withdrawals at ATMs and payments made through Online or Mobile Banking may be restricted after any loan is ten days past due.

## Simple Checking Accounts

Minimum deposit to open account.....	\$25.00
Minimum balance required to earn dividends .....	\$2,500.00
Method of computation .....	Average Daily Balance*
Interest will be credited.....	Monthly
Interest will be compounded .....	Monthly
Statement period.....	Monthly**

Cost for check printing varies depending on style of check ordered. Withdrawals at ATMs and payments made through Online or Mobile Banking may be restricted after any loan is ten days past due.

## Lend-A-Hand Checking

Minimum deposit to open account.....	\$25.00
Minimum balance required to earn dividends .....	None
Deposit required to Share Account to be placed on hold .....	\$50.00
Method of computation .....	N/A
Interest will be credited.....	N/A
Interest will be compounded .....	N/A
Statement period.....	Monthly**

Cost for check printing varies depending on style of check ordered. Withdrawals at ATMs and payments made through Online or Mobile Banking may be restricted after any loan is ten days past due.

## IRA Money Market Accounts

Minimum deposit to open account.....	\$50.00
Minimum balance required to earn dividends .....	\$50.00
Method of computation .....	Average Daily Balance*
Interest will be credited.....	Monthly
Interest will be compounded .....	Monthly
Statement period.....	Quarterly**

Transfers initiated by telephone, home banking, wire, or automatically (i.e. overdraft protection) are limited by regulation to 6 per month. Additional transfers of this type may be denied.

## Traditional IRA, Roth IRA, & Coverdell ESA Share Accounts

Minimum deposit to open account.....	\$50.00
Minimum balance required to earn dividends .....	\$50.00
Method of computation .....	Average Daily Balance*
Interest will be credited.....	Quarterly
Interest will be compounded .....	Quarterly
Statement period.....	Quarterly**

## Time Deposit Accounts (TDAs)

The Annual Percentage Yield (APY) assumes interest remains on deposit until maturity. A withdrawal will reduce earnings.

After the account is opened, you may not make deposits into or withdrawals from the principal in the account until the maturity date. The 9-month TDA allows one early withdrawal or early redemption without penalty. You may make withdrawals of interest. Interest will begin to accrue on cash deposits on the business day you make the deposit. Interest will begin to accrue on non-cash deposits (checks) on the business day you make the deposit. Items for collection will be given credit only when collection is final.

## TDA Early Withdrawal Penalty

If Time Deposit Account funds other than interest are withdrawn before the maturity date, a substantial penalty is imposed. The penalty is: *For terms less than one year you will forfeit 30 days interest earned or that could have been earned. For terms of one year or more you will forfeit 90 days interest earned or that could have been earned. The 9-month TDA allows one early withdrawal or early redemption without penalty.*

## TDA Renewal Policy

The credit union will give the owner(s) at least 30 days notice prior to maturity. Time Deposit Accounts are automatically renewable. You will have a 10-business-day grace period in which to change the term or to close your account after the maturity date. If the TDA is not renewed at maturity, the credit union will transfer all TDA funds to the Share Account of the owner(s) or pay funds directly to the owner(s).

TDA's are nontransferable and nonnegotiable. Funds in your account may not be pledged to secure any obligation of the owner, except obligations with the credit union.

Minimum deposit to open regular TDA .....	\$200.00
Minimum deposit to open Savings Safari 6-month TDA .....	\$100.00
Method of computation .....	Average Daily Balance*
Interest will be credited.....	See Rate Attachment
Interest will be compounded .....	See Rate Attachment
Term(s) of TDA(s) .....	See Rate Attachment

If you close your account before accrued interest is credited, accrued interest will not be paid. The issue rate for TDA's will be in effect for the term of the account. Your account will mature and be renewed at the rates in effect at the maturity date shown on your TDA receipt or renewal notice.

## Dividends On Deposits

Dividends will begin to accrue on cash deposits on the business day you make the deposit. Dividends will begin to accrue on non-cash deposits (checks) on the business day you make the deposit. Items for collection will be given credit only when collection is final. Foreign transactions will be at the rate in effect on final collection in U.S. Dollars. We are not responsible for transactions initiated by mail or outside depository until we actually record them.

## Notes About Your Accounts

\* The Average Daily Balance is determined by adding the full amount of principal in the account for each day of the period and dividing the figure by the number of days in the period.

\*\*The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.

The dividend rate and Annual Percentage Yields are the perspective rates and yields the credit union anticipated paying for the applicable dividend period based upon current income and available earnings after providing for required reserves.

The dividend rate and Annual Percentage Yield on your accounts are variable as determined by the Board of Directors. There is no limit in the amount or frequency of changes.

Your shares are nontransferable and nonnegotiable. Funds in these accounts may not be pledged to secure any obligation of an owner, except obligations with ACU.

Members may be subject to transaction fees charged by other financial institutions for using their ATMs.

## **Service Charge Information**

All service charges are provided to you in our *Service Charge Information* form.

## **Members Eligibility**

You must be an individual or entity qualifying within ACU's field of membership as defined by the Board of Directors and you must purchase and maintain at least one share as required by the Bylaws of the credit union.

## **Removing Joint Owners**

Deletions of named persons on an account require that each person provide a written letter agreeing to be removed from the account and a new contract or signature card must be completed by primary member.

## **Inactive or Dormant Accounts**

If your share, checking or money market accounts have no activity for one year, these accounts shall be classified as dormant. At such time, your share, checking or money market accounts shall be subject to non-refundable service charges of up to \$60 each, or each account's balance (if it is less than \$60). Share, checking or money market accounts with balances greater than \$60 which have no activity for five years, as well as time deposit accounts, are declared abandoned by the Disposition of Unclaimed Property Act of the Georgia Department of Revenue. At such time, ACU is required to surrender such accounts to the State of Georgia. If such an account has not been charged a non-refundable \$60 service charge, one will be taken prior to surrendering the accounts to the State of Georgia. An account is generally only considered dormant when an applicable State law requires such classification (i.e., dormant or abandoned).

## **Business Days**

Credit union business days are Monday through Friday. All transactions received after we are closed on a business day we are open, will be treated and recorded as if initiated on the next business day we are open.

## **Limitations On Withdrawals & Overdrafts**

For all share and savings accounts, you are permitted to make no more than six transfers and withdrawals per calendar month to another account of yours at ACU or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card, or similar order payable to third parties. A preauthorized transfer includes any arrangement by the depository institution to pay a third party from the account of a depositor upon written or oral instruction (including an order received through an automated clearing house (ACH) or any arrangement by a depository institution to pay a third party from the account of the depositor at a predetermined time or on a fixed schedule. If you exceed these limitations, your account may be subject to a fee, your transactions may be denied, your account may be closed, and you may lose your overdraft transfer privileges.

## **Postdated & Stale Dated Checks**

We may pay any draft without regard to its date unless you notify us in writing of a postdating pursuant to applicable laws and our requirements, together with any fee set forth in the Service Charge Information schedule. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You agree not to deposit checks, drafts or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account, which is presented more than six (6) months past its date; however, we have no obligation or liability to you or any other party to the instrument or in the chain of the collection process if we do so.

## **Statutory and Consensual Liens on Shares**

By signing an Account Card or other agreement conveying a pledge or security interest in shares, or your use of any accounts or services, you have given the Credit Union a lien on any and all funds ("shares") in all joint and individual share accounts, together with all dividends, regardless of the source of the shares or any individual owner's contributions. This lien secures any account owner's joint and individual obligations to us now or in the future, whether direct, indirect, contingent, or secondary; and has priority over all other claims. You agree that this lien is created and/or impressed, as applicable, as of the first date that any applicable account is opened with us. This lien secures all debts you owe us, including but not limited to those arising pursuant to any loan agreements, or under this Agreement, or arising from any insufficient funds item; or fees; or costs; or expenses; or any combination or all of the above. You authorize us to apply shares to any obligations owed to us if you default or fail to pay or satisfy any obligation to us, without any notice to any account owner or other party. The Credit Union's rights are immediate and apply to all accounts.

## **Right Of Set Off**

You agree that the Credit Union at all times retains the common law equitable right of set off against shares with regard to any debt or obligation owed to us individually or otherwise, which right may be exercised by us without legal process or notice to any account owner.

## **Status Quo – Collateral Preservation**

You specifically agree that all shares on deposit constitute collateral for all obligations owed to the Credit Union. You agree that the Credit Union has the right to preserve this collateral, and may use appropriate administrative procedures (including but not limited to placing a temporary hold or "freeze" on such funds) to safeguard such funds if the Credit Union at any time has reason to believe such collateral may be impaired or at risk due to any default, bankruptcy, breach of any agreement or promise, or as otherwise provided for by our agreements or applicable law, without notice to any owner. In the case of any bankruptcy proceeding, the Credit Union has a right to preserve such collateral as set forth herein as cash collateral; and is not required to surrender or turnover such collateral absent the owner's filing any appropriate motions and the entry of an order either providing for adequate protection of the Credit Union's rights in such collateral, or modifying or terminating the automatic stay as to such collateral. You further agree that the Credit Union's exercise of this right to safeguard or "freeze" funds on deposit shall not constitute a violation of the automatic stay afforded by the Bankruptcy Code.

## **Termination Of Account(s) & Service(s)**

You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services or your liability on outstanding items or transactions. You further agree that we can terminate your membership for cause based on any of the circumstances defined in this Agreement; without notice or further action. We, in our sole discretion, may terminate, limit or restrict, or change the terms, as we in our sole discretion deem appropriate, any of your account(s) or service(s), including but not limited to loan services, or place a freeze on any sums on deposit with us at any time without notice or require you to close your account(s)/service(s) and apply for a new account(s)/service(s) if: (1) there is a request to change the owners or authorized users; (2) there is a fraud/forgery or unauthorized use committed or reported; (3) there is a dispute as to ownership of any account or sum on deposit; (4) there are any checks that are lost or stolen; (5) there are returned unpaid items-transactions not covered by an overdraft plan agreement with us or any abuse of any such plan per our assessment thereof; (6) there is any misrepresentation regarding any account(s) or service(s); (7) the Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (8) if we believe you have been negligent in protecting any access devices or codes; (9) we deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees; (10) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Agreement; (13) you have an account that does not maintain a required par value for a membership account or any balance as to all other accounts; (14) you violate any Credit Union policy, procedure or standard or any law, regulation or rule; (15) if you participate or facilitate any transactions for another person who is prohibited from making transactions with us pursuant to applicable laws or Credit Union policy/procedure. We, on our own accord, may place a stop payment on any share draft, item or Transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for termination. Club accounts may be terminated if deposits are not made within certain time periods in successive periods. We are not responsible for any draft, withdrawal, item or Transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us upon demand.

## **Duty to Cooperate**

You have a duty to cooperate with us, and any law enforcement or government agent or agency with regard to any claim of fraud, forgery, unauthorized access or any other adverse claim(s).

## Recording Conversations

You understand and agree that for our mutual protection we may record any of our telephone conversations.

## Right To Refuse Instructions Or Orders

If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections.

## Electronic Records

You acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. We will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.

## Funds Availability Policy

### General Policy Statement

The Credit Union offers same day or next day availability for most funds deposited with the Credit Union. Our hold policy is based on and is in compliance with Regulation CC for checking accounts.

### Guidelines

- 1. Same-Day Availability.** The Credit Union affords same-day availability for cash deposits and electronic fund transfers, such as Visa funds transfers, wires, and ACHs.
- 2. Next-Day Availability.** To qualify for next-day availability, members must deposit funds during Credit Union business hours. The Credit Union affords next business day availability for the following funds deposited:
  - A. Government Checks,** such as U.S. Treasury checks, U.S. Postal Service money orders, checks drawn by the State or an agency of the State or a branch of local government deposited in an account held by the payee of the check.
  - B. Depository Checks,** such as Travelers Cheques, cashier's checks, certified checks, and money orders.
  - C. Checks On Us,** such as checks drawn against accounts of this Credit Union.
  - D. \$200 Available.** The first \$200 of a check deposit to a share draft/checking account will be made available the next business day.
- 3. Two-Day Availability.** Items deposited into checking that don't require immediate or next day availability could be held for two days.

**4. Specific Exception Holds.** The Credit Union may place a specific exception hold where the transaction involves reasonable belief that the check is uncollectible, repeated overdrafts, new accounts, large deposits, redeposited items, and emergency conditions.

#### **A. Specific Exceptions**

##### **i. Uncollectible Checks**

1. Stale dated check (over one year old).
2. Improper endorsement.
3. Evidence suggests that the member is engaged in check kiting, or
4. Credit Union has received a notice of dishonor from the financial institution against which the check is drawn.

**ii. Repeated Overdrafts.** (Accounts overdrawn more than five times or overdrawn by \$5,000 in the last six months.) An account will retain its "repeated overdraft" status for six months from the last overdraft.

**iii. New Accounts.** Sole transaction account with Credit Union less than 30-days old.

- a. Hold does not apply to cash deposits and electronic transfers, or
- b. May not apply to government checks or depository checks over \$5,000.
- c. Up to five business-day hold for the first 30 days.

**iv. Deposits Exceeding \$5,000.** The Credit Union may apply this exception to aggregate deposits in multiple accounts that exceed \$5,000 in one day.

**v. Re-Deposited Items.** Items previously returned by the paying institution for non-technical reasons, such as missing endorsement or the check is post-dated.

**vi. Emergency Conditions.** Conditions such as war, earthquake, fire, flood, power or equipment failure, suspension of payments from another financial condition, or any other emergency. A hold will be placed on the funds for a reasonable time after the emergency has passed.

**vii. EZDeposit or Mobile Deposit Transactions.** Allows credit union members, both consumers and businesses, to image checks remotely and transmit the images electronically to the credit union for deposit through a scanner. Deposits can also be made using mobile deposit in which a picture of the check is taken then transmitted for deposit into the member's account.

**viii. ATM Check Deposits.** Deposits can be made at ATM's with depository capabilities (not all ATM's have this service). The depositories are assessable to both consumers and business members.

**B. Notice.** If the Credit Union decides to impose a case-by-case hold, it will immediately deliver proper notice to the member depositor. If for some reason the Credit Union fails to deliver notice at the time of the transaction, the Credit Union will refund any return check fees or overdraft fees assessed. The notice will include:

- i. Statement that the Credit Union is holding the funds.
- ii. Reason for the hold.
- iii. Member's name and account number.
- iv. Date and amount of deposit.



- v. Date the funds will be available.
- vi. Statement of how to obtain a refund of retained checking fees or overdraft fees if the notice is not given at the time of the transaction, and the check is paid.

Notice can be delivered by fax or e-mail if the member agrees to receive such information in this manner and if it can be downloaded and printed.

**5. Substitute Checks.** The Check Clearing for the 21st Century Act ("Check 21") enables financial institutions to send checks to each other electronically, and enables the Credit Union to receive a paper copy of the electronic check (called a "substitute check"). Substitute checks are the legal equivalent of a paper check for all purposes. The Credit Union is not required to create substitute checks, but must accept them.

**A. Legend.** The substitute check will state "This is a legal copy of your check. You can use it in the same way you would use the original check."

**B. Disclosure.** The Credit Union will provide members with a disclosure that a substitute check is the legal equivalent of an original check, along with the member rights that apply when a member in good faith believes that a substitute check was not properly charged to his/her account. The disclosure will be provided in the following circumstances:

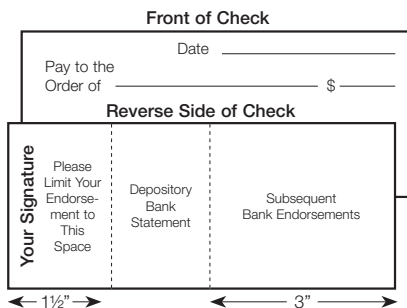
- i. Whenever new accounts are opened.
- ii. Whenever original or substitute checks are provided with the periodic statement, and
- iii. Whenever a member requests an original check or a copy of a check, and instead receives a substitute check. The disclosure in this instance will be provided no later than the time the member receives the substitute check.
- iv. For joint accounts, the disclosure need only be provided to one account holder.

## When the Credit Union Will Pay Dividends on Deposits

The Credit Union will begin to accrue dividends on deposits to dividend-bearing accounts on the day the Credit Union receives the deposit. Deposits are considered deposited on the same day when received at a teller station or proprietary ATM. They are considered deposited when they are removed from night depositories, lock boxes, and ATMs. When deposits are sent through the mail, they are considered deposited when received by the Credit Union.

## Endorsement Regulations

The checks you deposit with us must be endorsed in a specific area on the back of each check. 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 endorsement information within 1½" of that edge. These endorsement guidelines apply to both personal and business checks.



## Deposits Made To Other ACU Accounts

Funds deposited into all other accounts (non-checking) will generally be made available the fifth business day after the day of deposit.

## Payments To Associated Credit Union Visa Credit Cards

When payments to your Visa Credit Card are made for \$2,500 or more, the amount of the payment will not be available for use for up to three business days.

## Deposits At Automated Teller Machines (ATMs) or Service Centers

Check deposits at a Service Center may have either next day availability or holds in accordance with the type of account where the funds are deposited. A check hold may be extended due to a qualified exception. An exception hold notice will be mailed to the member.

Effective February 27, 2010, the Federal Reserve Bank of Atlanta will transfer check processing operations to the Federal Reserve Bank of Cleveland. Due to this change, there will no longer be checks considered as "non-local".

ATM deposits are placed on a three-day hold. A check hold may be extended due to a qualified exception based on our funds availability policy.

## eNotice Disclosure

The following terms and conditions apply to electronic communications available through secure eStatements within Associated Credit Union's Online Banking.

You agree that the Associated Credit Union (the "Credit Union") may, but is not obligated to, electronically make available to you any communications regarding any account or service, including communications regarding its Online or Mobile Banking, when you enroll to use Online Banking or eStatements. The electronic communications may be of concern for any account or service used by you (which may include, without limit, deposits, loans, lines of credit or notices concerning insufficient funds).

In addition, you agree that the Credit Union may send you electronic communications via one or more of these methods:

- Message using Secure Support within Online Banking.
- A general or public e-mail (at any e-mail address you provide with respect to any account or service with us). You must inform the Credit Union of any change to your e-mail address, or update it within our Online Banking service. If you do not provide notice of change of your e-mail address, you agree that we may send all e-mail notices and other communications to you at the e-mail address maintained on the Credit Union's records for any of your accounts with us, and that you cannot hold the Credit Union liable if you do not receive the electronic communications.
- U.S. Mail at such address as we may maintain in our records.
- Holding such notice if we are advised that any such address is no longer valid.
- If your eStatement is undeliverable and bounces back to us, we will attempt to notify you. If we do not get an e-mail address correction from you after we request it, we will code you to receive printed statements. There may be a charge to receive printed statements.
- Any other method permitted by law or agreement with us.

Unless otherwise required by law, such communications are deemed received by you when sent via any means set forth above or when posted if the communication is not required to be sent.

You may request paper copies of electronic communications and statements by calling 770.448.8200. There may be a charge for paper copies of such documents.

## **Electronic Statement (eStatement) Disclosure Agreement**

### **Electronic Delivery of Statements and Notices**

By accepting the "Associated Credit Union Electronic Statement (eStatement) Disclosure Agreement", you consent and agree that Associated Credit Union will provide disclosures and notices to you in electronic form, in lieu of paper form, including but not limited to electronic delivery of statements (eStatements) for your Associated Credit Union deposit account(s).

### **Definitions**

As used in this Agreement, the words "we", "our", "us", or "Credit Union" means Associated Credit Union. "You" and "your" mean the account owner(s) authorized to receive eStatements under this Agreement. "Account" or "accounts" mean your deposit accounts at Associated Credit Union. "Business days" means Monday through Friday, excluding Federal holidays.

### **Scope of Consent for Electronic Delivery of Statements**

Your consent to receive eStatements covers the periodic statements you are provided in connection with your Credit Union deposit account(s). Your consent also covers disclosures that are required with your account statements, including, but not limited to, the error resolution notice

required by the electronic Fund Transfer Act, as well as marketing information on products and/or promotions that the Credit Union may provide to you electronically. By using eStatements, you accept and agree to be bound by the general terms and conditions governing eStatements, including without limitation all the terms and conditions in this Agreement. You agree to be bound by any and all laws, rules, regulations and official issuances applicable to eStatements now existing or which may hereafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services that the Credit Union may from time to time make available to you in connection with eStatements.

The Credit Union has absolute discretion to make eStatements available to you. Further, the Credit Union has the discretion from time to time and upon giving notice to you to modify, restrict, withdraw, cancel, suspend or discontinue eStatements without giving any reason and you understand that by using eStatements after any modification or change has been effected, you would have agreed to such modification or change.

You understand that you will receive a paper statement in addition to your first eStatement. After receiving your first eStatement, the Credit Union will discontinue mailing paper account statements for your eStatement account. All future statements for that account will be eStatements which you will access through Associated Credit Union's Online Banking to obtain, review, print, and copy/download your periodic deposit account statements. Each month we will send an email notice to you advising you of the availability of your eStatement with instructions on how to access your eStatement. You may then access your eStatement via the procedures that we authorize. Your electronic statement will be available for viewing for a period of eighteen (18) months (or such period as decided by the Credit Union and notified to you) from the applicable statement date. In order to view your monthly statements, you must login to Online Banking by visiting [www.acuonline.org](http://www.acuonline.org). Associated Credit Union reserves the right to deactivate Online Banking after 180 days of inactivity. This includes online access, bill payment, internal scheduled transfers, mobile banking and alerts, eStatements, and other features associated with Online Banking. Your account will return to mailed statements and the mailed statement fees will be applied to your account due to Online Banking inactivity. You will be responsible for any returned fees or late charges as a result of Online Banking deactivation. Once your Online Banking is deactivated, we require that you re-register for Online Banking and re-authenticate your credentials.

## **Scope of Consent for Electronic Delivery of Notices**

You specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions; and governmental and/or third party notices (such as IRS 1098, 1099, etc.), or notice of the availability of any of the foregoing with you or on your behalf electronically by posting or providing a link to same on the Credit Union's website, by submitting a notice to the e-mail address provided by you (hereinafter all such disclosures and/or documentation is referred to as "electronic record(s)"), or by our using other electronic methods allowed pursuant to applicable laws and regulations to provide electronic records to you. You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. Also, you may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records

please log in to Online Banking, click on Secure Support, click Send Secure E-Mail, and then choose Online Banking to send a secure email to submit your request with your request. If an e-mail is returned undeliverable, we will change your account statement status to paper and will provide your periodic statement via US mail to your address of record. (Mail Statement fee will apply.) Thereafter, it will be your responsibility to re-apply for any electronic notification or disclosure services we offer and/or to provide notice of your correct address pursuant to your Membership Agreement with us.

## **Associated Credit Union eStatement/eNotice Procedures**

You must enroll each of your share account(s) for which you want to access eStatements. To enroll your account(s) for eStatement/eNotices, go to Associated Credit Union's web-site, login to your account using your secure logon credentials, select the Additional Services tab, and click the eStatement link.

The "eStatement/eNotice Disclosure" will be populated and you will be required to input your email address and home banking password to acknowledge your acceptance to the terms and conditions of this Agreement.

For your first eStatement cycle, you will receive a paper statement as well as be able to view your eStatement. Subsequent statements for your eStatement account will be eStatements only. You will receive an automated notification email shortly after the end of each statement period or when disclosures are made, informing you that your eStatement/eNotice is ready for viewing as well as information on how to access your eStatement/eNotice. To access your eStatements you must log into Associated Credit Union's Online Banking using your user ID and password and then go to "Additional Services", and click on the "eStatements" link.

On the eStatements screen, select the Statement Type, the Statement Date, or eNotice and the Output option for which you want to view an eStatement/eNotice. Your eStatement/eNotice will be displayed or emailed to you. For your security, statements emailed to you are password protected.

The Credit Union has the absolute discretion, without giving any reason or notice, to reject any of your requests for enrollment in the eStatement service.

## **Duty to Review Periodic Statements**

You must promptly access/review your eStatement and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or any other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the eStatement email notification date regardless of when you access and/or review your eStatement. If you do not immediately report to the Credit Union any non-receipt of eStatements or any error, irregularity, discrepancies, claims or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the eStatements to be true, accurate and correct in all respects.

## **Change of Mailing Address, Email Address, and Other Information**

You agree to notify us immediately of any change in your mailing address, email address or other particulars relevant to this Agreement. To notify us of your email address change, you can visit an ACU branch or log in to Online Banking, click on Secure Support, click Send Secure E-Mail, and then choose Contact Center to send a secure email to submit your request where you provide us with your new email address. Please note that the change is not immediate and subject to confirmation by your Account Representatives. You can also click on the Additional Services tab, select eStatements, and click on the Update Setup button to change your email for your eStatement/eNotice notifications.

## **Joint Accounts**

If your Credit Union account is owned jointly with another person, either party consent to receive electronic disclosures and eStatements shall apply to both of you. The Credit Union will automatically turn off the paper statement for that account after the first eStatement has been made available until you cancel eStatement/eNotice. (See Your Right to Withdraw Consent)

## **Security**

You agree that the Credit Union shall not be liable if you are unable to gain access to the website or Associated Credit Union system from time to time. You understand that some or all of the eStatement services and/or other Credit Union system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond the Credit Union's control.

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatement for each of your Credit Union accounts as soon as you can access it. You agree to protect the confidentiality of your account and account number and your personal identification information. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account. You acknowledge that the internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the internet, or email transmitted to and from us, will not be monitored or read by others.

In order to help protect your personal information, we recommend that you install firewalls, anti-virus, and spyware protection software (and update as required) on your computer. We also recommend that you update your operating system and browser application on a periodic basis to better protect your computer and Online Banking sessions. For additional online security information, please review our Security Policy posted on our web site [www.acuonline.org](http://www.acuonline.org).

The Credit Union does not warrant the security or confidentiality of any information transmitted through any applicable Internet service provider, information/communication network service provider, network system or such other equivalent system in any jurisdiction via eStatements. You agree that you shall not disassemble, decompile, copy, modify or reverse engineer any Credit Union proprietary software or allow anyone else to do so.

## Password Security

Your User ID and password that are used to access Online Banking services should be kept confidential. We strongly recommend that you change your password regularly. You are responsible for keeping your password, account numbers and other account data confidential.

## System Requirements

In order for you to access and retain your eStatement records, your system must meet the following requirements:

- Internet access
- An Internet browser that supports 128-bit encryption
- A certified/supported browser

If your browser does not support 128-bit encryption, you must upgrade it in order to access the Online Credit Banking secure pages to allow access to your eStatements. The most updated list of the certified/supported browsers for our Online Banking service is posted on our website. We strongly discourage you from using unsupported browsers as they may not allow our Online Banking product to function or display properly and may fail to meet our security requirements. To print or download disclosures and eStatements you must have a printer connected to your PC or sufficient hard-drive space to save the disclosure or eStatement.

## Change in Terms

The Credit Union reserves the right to change the terms and conditions of this agreement (including Service Charge Information schedule) at any time, which includes the addition and deletion of eStatement services. We shall update this agreement on our website and may notify you of such changes by mail or electronic message to your most recent address listed on our records. The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. By using the eStatement service when the changes become effective, you agree to be bound by the revised terms and conditions contained in this agreement or you can decline the changes by discontinuing the use of the eStatement service and notifying us of your election by e-mail or regular mail.

The Credit Union reserves its right to terminate this Electronic Statement Disclosure Agreement and your access to the eStatement service, in whole or in part, at any time, including but not limited to when clients have not logged in to use Online Banking services for over 180 days.

## Your Right to Withdraw Consent

You have the right to withdraw your consent for eStatements/eNotices. Should you wish to cancel your request to receive eStatements/eNotices, please log in to Online Banking, click on Secure Support, click Send Secure E-Mail, and then choose Online Banking to send a secure email to submit your request. We will then discontinue eStatement/eNotice services for your account and you will receive paper statements and notices for subsequent periods. (Mailed Statement Fee may apply.)

## **Disclaimer of Warranty and Limitation of Liability**

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the eStatements provided to you under the Agreement. We do not and cannot warrant that the eStatement service will operate without error, or that the eStatement service will be available at all times. Except as specifically provided in this Agreement, or otherwise required by Law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under the Agreement or by reason of your use of the eStatement service, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

The Credit Union makes no warranty that:

- The service will be uninterrupted, timely, secure or error-free
- The service will meet your requirements
- The results that may be obtained from the use of the service will be accurate or reliable
- The quality of any products, services, information or other material purchased or obtained by you through the service will meet your expectations
- Any errors in the software will be corrected

The Credit Union shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from:

- The use or the inability to use the service
- The cost of procurement of substitute goods and services resulting from any goods, data information or services purchased from the service
- Unauthorized access to your transmission
- Unauthorized alteration of your data
- Statements or conduct of the third party service provider
- Any other matter relating to the service

The Credit Union cannot control information on other web sites. We are not responsible for the content or privacy of web sites linked from Associated Credit Union's web sites. Please review the privacy policy of the service provider.

## **Our Right to Terminate**

You agree that we can terminate the eStatement/eNotices service and revert to printed statements/notices for any reason at any time.

## **Communications between Associated Credit Union and You**

You can use e-mail to communicate with the Credit Union by clicking on the Contact Us link on our web site [www.acuonline.org](http://www.acuonline.org). However, e-mail is not available to initiate transactions on your accounts. Since we may not receive it immediately, you should not rely on e-mail if you need to



communicate with us right away (e.g., to report an unauthorized transaction). If you need to contact us immediately, you can call us at 770-448-8200 between 8:00 a.m. and 6:00 p.m. Eastern Time (ET) Monday, Tuesday, Thursday and Friday, 9:00 a.m. and 6:00 p.m. ET Wednesday, or 8:00 a.m. and 12:00 p.m. ET Saturday. You may also write to our Support Services at 6251 Crooked Creek Rd., Peachtree Corners, GA 30092.

## **Requesting a Paper Copy of Your Account Statement**

You can request a paper copy of your account statement by logging in to Online Banking, click on Secure Support, click Send Secure E-Mail, and then choose Contact Center to send a secure email to submit your request. There is a fee of \$5.00 per monthly paper statement.

## **Additional Terms and Conditions of your Electronic Statement Disclosure Agreement**

This Agreement is in addition to the terms and conditions described in the “Associated Credit Union Online Banking Service Agreement”, the Account Agreement and Disclosures; corresponding Service Charge Information schedule; or any other documentation which relates to your account(s) which were given to you at account opening. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make and for other restrictions that might impact your use of an account with eStatements and Online Banking. If you should need another copy of a disclosure, please contact us through our web site at [www.acuonline.org](http://www.acuonline.org) or call us at 770-448-8200, or write to our Support Services at 6251 Crooked Creek Rd., Peachtree Corners, GA 30092.

## **Online Banking Deactivation**

Associated Credit Union reserves the right to deactivate Online Banking after 180 days of inactivity. This includes online access, bill payment, internal scheduled transfers, mobile banking and alerts, and other features associated with Online Banking.

## **Electronic Funds Transfer Agreement & Disclosure**

This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (“EFT”) services offered to you by Associated Credit Union. All agreements set forth in this Agreement, remain in effect except as specifically modified in this Section. In this Agreement the words “you” and “yours” mean those who sign the application or account card as applicants, joint owners or any authorized users. The words “we,” “us,” and “our” mean the credit union. The word “account” means any one or more share draft accounts you have with the credit union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account card for EFT services, signing your Card, or using any services, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

- 1. EFT Services.** If approved, you may conduct any one or more of the EFT services offered by the credit union.

a. **ATM.** You may use your Debit Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, Plus, Visa, MasterCard, Cirrus, Discover, CO-OP, American Express and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:

- Withdraw funds from your share and checking accounts.
- Transfer funds from your share and checking accounts.
- Obtain balance information for your share and checking accounts.

The following limitations on the frequency and amount of ATM transactions may apply:

- You may withdraw up to a maximum of \$1,000.00 in any one day, if there are sufficient funds in your account.
- If any loan with ACU is more than ten (10) days past due, withdrawals from ATMs, purchases from Point of Sale terminals or merchants, or payments using Online Banking may be restricted or not available.
- See Section 2 for transfer limitations that may apply to these transactions.
- Notice regarding ATM fees by others: If you use an ATM that is not operated by ACU, you may be charged a fee by the operator of the machine.

b. **Visa Debit Card.** You may use your Card to purchase goods and services any place your Card is honored by participating merchants. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the credit union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the credit union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the credit union. In the event of repeated overdraft, the credit union may terminate all services under this Agreement. You may use your Card and PIN (Personal Identification Number) in automated teller machines of the credit union and such other machines or facilities as the credit union may designate. At the present time, you may also use your Card to:

- Withdraw funds from your share and checking accounts.
- Transfer funds from your share and checking accounts.
- Obtain balance information for your share and checking accounts.
- Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept Visa.
- Order goods or services from places that accept Visa.

The following limitations on the frequency and amount of Visa Debit Card transactions may apply:

- You may make up to seven (7) Visa Debit Card purchases per day.
- The daily spending limit for ATM withdrawals and PIN Point-of-Sale (POS) purchases is \$1,000.
- The daily spending limit for credit purchases is \$1,500.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- If any loan with ACU is more than ten (10) days past due, withdrawals from ATMs, purchases from Point of Sale termi-

nals or merchants, or payments using Online Banking may be restricted or not available.

- See Section 2 for transfer limitations that may apply to these transactions.

**c. The Tele Teller (Audio Response).** You will have access to The Tele Teller audio response service for your accounts, using a PIN (Personal Identification Number) chosen by you. You must use your PIN along with your account number to access your accounts. At the present time you may use the audio response access service to:

- Withdraw funds from your share, checking, money market or holiday accounts.
- Transfer funds from your share, checking, money market or holiday accounts.
- Obtain balance information for your accounts.
- Make loan payments from your share, checking, money market or holiday accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under The Tele Teller audio response service via a touch tone telephone only. The Tele Teller service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day.
- See Section 2 for transfer limitations that may apply to these transactions.

The credit union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The credit union may set other limits on the amount of any transaction, and you will be notified of those limits. The credit union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

**d. Automated Clearing House (ACH) Deposits & Withdrawals**

- ACH allows you to establish preauthorized deposits and withdrawals from your ACU account. This service allows you to pay or receive recurring payments.
- See Section 2 for transfer limitations that may apply to these transactions.

**e. Online Banking, Bill-Pay, & Mobile Banking**

- **Online Banking & Bill-Pay:** If we approve the Online Banking and Bill-Pay services for your accounts, to log in for the first time you will use your Share Account number as your Username and the last four digits of your Social Security Number as your Password. You will be prompted to change this information once you're logged in.
- Online and Mobile Banking are ACU's services which allow you to access by way of the Internet for the following:

1. Transfer funds between your accounts
  2. Make loan payments
  3. View the history of your accounts
  4. Remote deposits may be made using EZDeposit in Online and Mobile Banking. See the disclosure for EZDeposit in this booklet.
  5. Pay bills and much more
- Your accounts can be accessed under the Home Banking & Bill-Pay service via personal computer. Our Home Banking service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access.
  - There is no limit to the number of inquiries or transfer requests you may make in any one day.
  - See Section 2 for transfer limitations that may apply to these transactions. If you choose to enable Touch ID for your Associated Credit Union application downloaded on your mobile device, you agree that you are fully responsible for the security of your account. Mobile Banking Apps cannot discern between the fingerprints of individuals that are enrolled on the device. Our system is only informed whether or not the fingerprint is valid, which means that it was successfully added to the device's fingerprint repository and not whether that fingerprint belongs to the owner of a certain account. Touch ID can only be used with a single login per device. You will have the same level of access to the app as if you had entered the correct username and password. For your security, our Mobile Banking App cannot access the actual fingerprint. It can only determine if the fingerprint is valid. You may disable Touch ID in the Settings menu of your device.
  - **Bill-Payment Service:** The Credit Union's Bill-Pay Provider will process bill-payment transfer requests only to those creditors as you authorize. The Bill-Pay Provider will not process any bill payment transfer if the required transaction information is incomplete. The Bill-Pay Provider will withdraw the designated funds from your share draft account for bill payment within two days of the payment's "Send on Date". Please make sure you have the appropriate funds available in your account. An NSF will result in your Bill Pay account being blocked and all pending scheduled payments canceled. You must allow sufficient time for vendors to process your payment after receipt. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.
  - There is no limit on the number of bill payments per day. However, our Bill Pay provider does not make Tax payments or other government obligations such as court directed

payments, payments greater than \$9,999.99, and payments to Payees outside the United States. The daily limit for Bill Pay is \$19,999.99. Associated Credit Union can terminate your Bill Pay account without notice due to but not limited to the following reasons: uncollected Bill Pay items and/or fees, non-usage, fraud, misrepresentation, etc.

**f. Electronic Check or Draft Conversions and Electronic Returned Check Fees.** Your check or draft can result in an electronic funds transfer. For example:

- You can purchase goods or pay for services and authorize a merchant or service provider to convert your check or draft to an electronic funds transfer.
- At the time you offer a check or draft to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event the check or draft is returned unpaid. Paying such a fee electronically is an electronic funds transfer.
- Any draft or check you give to ACU may be processed as an electronic funds transfer and funds may be withdrawn from your account as soon as the same day we receive your check. You authorize ACU to convert these items and make these electronic funds transfers.
- If any draft or check you have given to ACU is returned or not paid for any reason, whether or not it has been processed as an electronic funds transfer, you authorize ACU to collect a returned item fee as set forth in the Account Disclosure and to collect those fees either by charging any of your accounts or processing the fee as an electronic funds transfer from the account on which the unpaid draft, check, or electronic funds transfer was drawn. Your authorization to make these types of electronic funds transfers may be expressed by you orally, in writing, electronically or implied through provision or posting of a notice that the transaction may be processed as an electronic funds transfer and your completion of the transaction.
- See Section 2 for transfer limitations that may apply to these transactions.

**2. Transfer Limitations.** For all share and savings accounts, you are permitted to make no more than six transfers and withdrawals per calendar month to another account of yours at ACU or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card, or similar order payable to third parties. A preauthorized transfer includes any arrangement by the depository institution to pay a third party from the account of a depositor upon written or oral instruction (including an order received through an automated clearing house (ACH) or any arrangement by a depository institution to pay a third party from the account of the depositor at a predetermined time or on a fixed schedule. If you exceed these limitations, your account may be subject to a fee, your transactions may be denied, your account may be closed, and you may lose your overdraft transfer privileges. Transfers made through Online Banking after 7:00PM may not post until next day due to system maintenance and processing.

**3. Conditions of EFT Services.**

- a. Ownership of Cards.** Any Card or other device which we supply to you is our property and must be returned to us, or to any person

whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.

- b. Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.
- c. Security of Access Code.** You may use one or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the credit union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the credit union suffers a loss, we may terminate your EFT services immediately.
- d. Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share, checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the credit union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.
- e. Foreign Transactions.** Purchases, cash withdrawals and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa first receives, or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting dates.

A foreign transaction is any transaction that you complete or a merchant completes on your card outside the U.S., Puerto Rico or the U.S. Virgin Islands.

- 4. Fees and Charges.** There are certain charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

- a. ATM & CU Service Center Fees.**

All fees and charges are provided in the *Service Charge Information* form.

- All charges which may apply to the accounts on which

transactions are made will apply to withdrawals or transfers using the card or other electronic devices.

**b. Visa Debit Card Fees.**

All fees and charges are provided in the *Service Charge Information* form.

- We do not charge for any Visa Debit Card (selecting credit) purchases at the present time.

**c. Bill-Pay Fees.**

All fees and charges are provided in the *Service Charge Information* form.

When using ATMs not owned by us, you may be assessed a fee. Such fees are imposed by the ATM owner, not our credit union.

- 5. Member Liability.** You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit other persons to use any EFT service or Visa Debit Card or your access code you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe your Card has been lost or stolen or if you believe someone has used any EFT service, Visa Debit Card or access code or otherwise accessed your accounts with us without your authority. Telephoning is the best way of keeping your possible losses down. For Visa Debit Card purchase transactions, if you notify us that your Card has been lost or stolen within two (2) business days of your discovery, you may not be liable for any losses. If you notify us that your Card has been lost or stolen after two (2) business days of your discovery, your maximum liability for losses to your account may be up to \$50.00. These liability limits will apply, provided you were not grossly negligent or fraudulent in handling your Visa Debit Card and that you provide us with a written statement regarding your claim of unauthorized Visa Debit Card use, otherwise the liability limits set forth below may apply. For all other EFT transactions, including ATM transactions, if you tell us within two (2) business days of discovery that your Card has been lost or stolen you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn that your Card has been lost or stolen or that there has been unauthorized use of an EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you told us, you could lose as much as \$500.00.

Also, if your statement shows EFT transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the following amounts if we can prove that we could have stopped someone from making the transfers if you had told us in time: (I) for unauthorized Visa Debit Card purchase transactions-up to the limits set forth above and (II) for all other unauthorized EFT transactions if you fail to satisfy the conditions above; up to the full amount of the loss. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at 1.800.952.1927.

Or, you may write us at:

Card Services Department  
Associated Credit Union  
6251 Crooked Creek Road  
Peachtree Corners, Georgia 30092-3107

## 6. Right to Receive Documentation.

- a. **Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, Debit Card transactions, audio response transactions, electronic/PC transactions, bill payments, or preauthorized EFTs will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
- b. **Terminal Receipt.** You will get a receipt at the time you make any transaction (except inquires) involving your account using an ATM, POS terminal, or Debit Card transaction with a participating merchant.
- c. **Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 770.448.8200 or by calling The Tele Teller at 770.448.8885 and using your PIN for The Tele Teller.

## 7. Account Information Disclosure.

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

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- To comply with a government agency or court order; or
- If you give us your written permission.

## 8. Business Days.

Our business days are Monday through Friday, excluding holidays.

## 9. Credit Union Liability for Failure to Make Transfers.

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

### a. Liability for Direct or Consequential Damages.

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your account necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your Card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.



- If the telephone or computer equipment you use to conduct audio response or electronic PC transaction is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the credit union.

**b. Stop Payment Rights.** If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment shall cease to be binding fourteen (14) days after it has been made.

**c. Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

**d. Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**10. Notices.** All notices from us will be effective when we have mailed them to your last known address in the credit union's records or emailed them to the email address on the credit union's records. Notices from you will be effective when received by the credit union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which the service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the credit union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and

you notice something suspicious, cancel the transaction, take your Card or deposit envelope, and leave.

- If you are followed after making the transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your Debit Card.
- Report all crimes to law enforcement officials immediately.

**11. Billing Errors.** In case of errors or questions about electronic funds transfers from your accounts, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

Call us at 1.800.952.1927.

Or, you may write us at:

Card Services Department  
Associated Credit Union  
6251 Crooked Creek Road  
Peachtree Corners, Georgia 30092-3107

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the credit union has made an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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

We will tell you the result of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

- If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.
- If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate.

If the error you assert is an unauthorized Visa Debit Card transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances, or your account history, warrant a delay, in which case you will receive credit within 10 business days.

**12. Termination of EFT Services.** You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any access code. You must return all Cards to the credit union. You also agree to notify any participating merchants that authority to make bill payment

transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making pre-authorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the credit union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

- 13. Governing Law.** This Agreement is governed by the Bylaws of the credit union, federal laws and regulations, the laws and regulations of the state of Georgia, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the credit union is located.
- 14. Enforcement.** In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgement collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the country and state in which the credit union is located, if allowed by applicable law.

## **FinanceWorks & Debit Rewards Offers License Agreement**

**In addition to the above content, if you decide to use either FinanceWorks or the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.**

**LICENSE GRANT AND RESTRICTIONS.** You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the FinanceWorks Service (the "Service") solely to manage your financial data, and the Purchase Rewards application ("Debit Rewards Offers") to benefit from your debit card purchases.

In addition to the FinanceWorks Service and the Debit Rewards Offers, the terms "Service" and "Debit Rewards Offers" also include any other programs, tools, Internet-based services, components and any "updates" (for example, Service maintenance, Debit Rewards information, help content, bug fixes, or maintenance releases, and such) of the Service or Debit Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Service and Debit Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the FinanceWorks site or from the Debit Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Service or Debit Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the Service, use any tool to enable features or functionalities

that are otherwise disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Service or Debit Rewards Offers or any services provided in connection with them, prevent access to or the use of the Service, Debit Rewards Offers or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Service; or (vii) otherwise use the Service, Debit Rewards Offers or any services provided in connection with them except as expressly allowed under this Section.

**OWNERSHIP.** The Service and Debit Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

**YOUR INFORMATION AND ACCOUNT DATA WITH US.** You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service, Debit Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service, Debit Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Service, Debit Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Service, Debit Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Service, Debit Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and Online Banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to

tailor messages or advertisements that best reflect your interest and needs.

**YOUR INFORMATION AND ACCOUNT DATA WITH OTHER FINANCIAL INSTITUTIONS.** Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called "aggregation"). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

**USE, STORAGE AND ACCESS.** We shall have the right, in our sole discretion and with reasonable notice posted on the FinanceWorks site and/or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the Service and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the Service in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Service and any related services to which such changes relate. Your continued use of the Service or any related services will con-

stitute your acceptance of and agreement to such changes. Maintenance of the Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

**THIRD PARTY SERVICES.** In connection with your use of the Service, Debit Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

**THIRD PARTY WEB SITES.** The Service may contain or reference links to Web sites operated by third parties ("Third Party Web sites"). These links are provided as a convenience only. Such Third Party Web sites are not under our control. We are not responsible for the content of any Third Party Web site or any link contained in a Third Party Web site. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Web sites, and the inclusion of any link in the Service, Debit Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Web site. In no event will we be responsible for the information contained in such Third Party Web site or for your use of or inability to use such Web site. Access to any Third Party Web site is at your own risk, and you acknowledge and understand that linked Third Party Web sites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

**EXPORT RESTRICTIONS.** You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

**DEBIT REWARDS OFFERS.** If you decide you wish to participate in the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

**Debit Rewards.** You will earn rewards for your participation in the Debit Rewards Offers program based on total purchases. If you participate in the Debit Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Debit Rewards Offers deposit account which is associated with the Debit Rewards Offers program. HSAs are not eligible to participate in the Debit Reward Program.

**Debit Rewards Offers Account.** You must use the debit card associated with the Debit Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Debit Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Debit Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your Internet browser, the merchant's Web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Debit Rewards Offers program.
- The rewards information that we provide to you, which is provided "as is" and "as available".
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or misdelivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

## **EZDeposit & Mobile EZDeposit Services Agreement**

This EZDeposit Services Agreement, ("Agreement") is the contract which covers your and our rights and responsibilities concerning the EZDeposit services offered to you by Associated Credit Union ("Credit Union"). The words "we," "us," and "our" mean the Associated Credit Union. The word "account" means any one or more deposit accounts you have with the Credit Union. The word "EZDeposit" means the remote deposit capture service offered by the Credit Union. By using the EZDeposit service or clicking the electronic signature "acceptance" below Member and any joint owners or authorized users, jointly and severally, agree to the terms

and conditions in this Agreement, and any amendments.

The EZDeposit services are offered for the purpose of converting original checks to substitute checks, as such term is defined in the Check Clearing for the 21st Century Act and Federal Reserve Board Regulation CC ("Check 21"), for deposit with Credit Union and for processing and presentment to a collecting or paying financial institution. The EZDeposit service is subject to the following terms and conditions and to the instructions, rules and terms contained in the EZDeposit Help File provided to you via a link within the service and incorporated by reference herein.

In order to qualify for EZDeposit & Mobile EZDeposit, members must:

- Be at least 18 years of age
- Be enrolled in Online Banking
- Have maintained a relationship with ACU for at least 30 business days
- Be in good standing with ACU (i.e. no negative balances, no late payments on ACU Loans, not had an ACU Loan written off, etc.)
- Not had a non-sufficient fund (NSF) fee applied to their account within the past 12 months
- Adhere to the EZDeposit Terms of Agreement, dependent on service choice.

## 1. EZDeposit Service.

**1.1 EZDeposit Capture Process.** Member will scan checks or drafts ("items") with an image capture device ("Scanner") creating an electronic image and Member will transmit an electronic file of such electronic images that the Credit Union will deposit to Member's account. The Credit Union's processing agent shall perform an image quality assessment of scanned checks or items and shall convert items meeting the Credit Union's required standards into substitute checks to facilitate the deposit and collection of such items. Member agrees that the manner in which items (e.g., substitute check, image exchange, ACH) are cleared or presented for payment shall be determined by Credit Union, in its sole discretion. Credit Union reserves the right to select the clearing agents through which Credit Union clears items. Member agrees to be bound by any clearinghouse agreements, operating circulars and image exchange agreements to which Credit Union is a party.

**1.2 Funds Availability.** Funds from deposited items will be available according to Credit Union's policy for items received using EZDeposit. All deposits are subject to a two-day hold, but longer holds may apply. For purposes of determining the availability of funds, checks deposited via EZDeposit session are considered received by the Credit Union when the EZDeposit capture system expressly indicates that the checks were received by or delivered to Credit Union. Member agrees that the scanning and transmitting of checks does not constitute receipt by Credit Union. Checks scanned and transmitted via EZDeposit will be considered received by the Credit Union on the day of receipt. For the purpose of establishing funds availability, the Member's deposits via EZDeposit session are deemed to be received by the Credit Union at the time the system indicates a successful transaction is completed. Acknowledgment of receipt or delivery does not constitute an acknowledgment by Credit Union that the transmission of a check or items does not contain errors.

**1.3 Deposit Acceptance.** Member agrees that Credit Union may at any time, in its sole discretion, refuse to accept deposits of Checks from Member via EZDeposit session. In the event that EZDeposit capture services are interrupted or are otherwise unavailable, Member may, at its



option, deposit checks in-person at a Credit Union branch or via night drop or mail or other contractually acceptable method.

**1.4 Deposit Limit.** The daily deposit limit is \$5,000.

## **2. Member Account.**

**2.1 Member Account.** Member will designate a Credit Union savings, checking or loan account as the settlement account to be used for the purposes of settling, in aggregate, the financial transactions requested in connection with the EZDeposit service. The Credit Union shall provide Member with details of the specific transactions, reported similarly as other transactions may be done, that were a result of access to the service. Member shall be responsible for auditing and balancing of any settlement account.

**2.2 Responsibility for Scanning.** Member is solely responsible for scanning deposit items, accessing the service from the Credit Union and for maintaining Member's scanning equipment. Member will be responsible for the payment of all telecommunications expenses associated with the service. Credit Union shall not be responsible for providing or servicing any Equipment for Member.

**2.3 Deposit Requirements.** Member agrees that it will only use the EZDeposit services to deposit checks drawn on financial institutions within the United States, excluding its territories. Member will deposit checks not falling within this requirement in person, using a night drop facility or by U.S. Mail accompanied by a deposit slip issued by Credit Union. Member agrees that each check it submits for deposit through the EZDeposit Capture service will meet the image quality standards established by the American National Standards Institute.

**2.4 Check Retention & Destruction.** Member agrees that all items belong to Member and not to Credit Union and that those items shall be handled in accordance with this Agreement. After receipt by Credit Union of any transmission by Member of imaged items for deposit to Member's account, Credit Union will acknowledge by electronic means its receipt of such electronic transmission. Member's electronic transmission is subject to proof and verification. Member shall retain the original of all imaged items that have been deposited via EZDeposit for reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond ninety (90) days from the date processed, and shall properly destroy and dispose of such original checks after such time. During the period that the Member maintains the original checks, the Member understands and agrees to use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks (including by employees) for purposes of presentment for deposit of these original checks (e.g., after the original checks have already been presented for deposit via the EZDeposit Capture service) and (ii) unauthorized use of information derived from the original checks. When Member destroys, and disposes of, the original checks pursuant to the requirements of this Agreement, the Member understands and agrees that it must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment.)

**2.5 Presentment Prohibitions.** The Member shall not present, or attempt to present, or allow others, either directly or indirectly, to present,

or attempt to present, for deposit by any means (i) any Substitute Check that has already been presented for deposit via EZDeposit check capture service or (ii) any original check, the Substitute Check of which has already been presented for deposit via EZDeposit. In the event that the Member, or any third party, presents, or attempts to present, a deposit in violation of this Subsection the Member agrees to defend, indemnify, and hold Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such Substitute Check or original check. Member agrees that the aggregate amount of any items which are deposited more than once will be debited from Member's account, and to the extent funds in Member's account are insufficient to cover such amount, any balance shall be debited by Credit Union from any other deposit accounts with Credit Union in its sole discretion. Member further acknowledges that Member and not the Credit Union is responsible for the processing and handling of any original items which are imaged and deposited utilizing the service and Member assumes all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.

**2.6 Member's Representations and Warranties.** Member represents and warrants:

- i. that it will comply with all federal and state laws, and rules and regulations applicable to Online transactions, including those of the National Automated Clearing House for ACH transactions;
- ii. that all Checks scanned through image transport are made payable to Member;
- iii. that all signatures on each check are authentic and authorized; and
- iv. that each check has not been altered.

In the event Member breaches any of these representations or warranties, Member agrees to defend, indemnify and hold Credit Union and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. Member further authorizes the Credit Union to charge its account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

**2.7 Financial Responsibility.** Member is, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the service. The Credit Union shall not be liable in any manner for such risk unless Credit union fails to follow the procedures described in materials for use of the service. Member assumes exclusive responsibility for the consequences of any instructions it may give to the Credit Union, for Member's failures to access the service properly in a manner prescribed by the Credit Union, and for Member's failure to supply accurate input information, including, without limitation, any information contained in an application.

**2.8 Account Reconciliation.** Member will verify and reconcile any out-of-balance condition, and promptly notify the Credit Union of any errors within 60 days (exclusive of weekends and applicable holidays) after receipt of the applicable detail report from the Credit Union. If notified within such period, the Credit Union shall correct and resubmit all erroneous files, reports, and other data at the Credit Union's then standard charges, or at no charge, if the erroneous report or other data directly resulted from the Credit Union's error.

### 3. Credit Union's Obligations.

**3.1 Financial Data.** The Credit Union agrees to transmit all the financial data under its control required to utilize the service selected by Member and to act on appropriate instructions received from Member in connection with such service. The Credit Union shall exercise due care in seeking both to preserve the confidentiality of the user number, password, test key, or other code or identifier and to prevent the use of the service by unauthorized persons (and in this connection it is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to its members, and where practicable the obtaining by the Credit Union from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of its obligation so to exercise due care) but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by Member by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the service. Member assumes full responsibility for the consequences of any misuse or unauthorized use of or access to the service or disclosure of any confidential information or instructions of Member by Member's employees, agents, or other third parties.

**3.2 Service Availability.** Member understands that service availability is at all times conditioned upon the corresponding operation and availability of those computer services and systems used in communicating Member's instructions and requests to the Credit Union and the Credit Union's response. The Credit Union shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by Member in the event of any failure or interruption of such services or any part thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union.

**3.3 Exception Items.** When Credit Union reviews and processes Member's electronic file, Credit Union may reject any electronic image that Credit Union, in its sole discretion, determines to be ineligible for the service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. Credit Union will notify Member of any Exception Items. Member agrees that if it wishes to attempt to deposit any Exception Item to any of Member's account with Credit Union, Member shall only do so by depositing the original item on which the Exception Item is based. Member acknowledges and agrees that even if Credit Union does not initially identify an electronic image as an Exception Item, the substitute check created by the Credit Union therefrom may nevertheless be returned to Credit Union because, among other reasons, the electronic image is deemed illegible by a paying bank. Credit Union's failure to identify an Exception Item shall not preclude or limit the obligation of Member to Credit Union.

**3.4 Reports.** Credit Union shall provide Member with daily reports and transaction history via the Internet and the Online Banking service detailing items processed, return items, and deposit adjustments.

**3.5 Retention of Check Images.** Credit Union will retain any substitute checks it generates for seven (7) years.

## **4. Services Fees.**

Currently there is no monthly fee for the EZDeposit service. Member agrees to pay all fees and charges for deposit services as set forth on the Service Charge Information Schedule. All Service Fees are subject to change by Credit Union upon thirty (30) days written notice to Member.

## **5. Warranties. Disclaimer of Warranties.**

**5.1 Service Warranty.** Member performs the function of converting an original check to a substitute check. Therefore, Member understands and agrees that it is responsible, to the extent permitted by law, for all warranties and indemnifications set forth in Check 21 applying to any Reconverting Credit Union and Truncating Credit Union, as such terms are defined by Check 21, including, without limitation, the obligation to only convert an original check that allows for the creation of a substitute check that clearly and accurately represents the information on the front and back of the original check. Credit Union and its agents may, but shall have no obligation, to screen items or Substitute Checks for legal compliance. The Member agrees to defend, indemnify, and hold Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute checks.

**5.2 Disclaimer of Liability.** MEMBER ACKNOWLEDGES THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM MEMBER'S USE OF THE SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). MEMBER FURTHER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. MEMBER HEREBY ASSUMES ALL RISKS RELATING TO THE FOREGOING.

## **6. Credit Union's Liabilities.**

**6.1 Direct Damages.** THE CREDIT UNION'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY MEMBER AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF THE CREDIT UNION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF THE CREDIT UNION RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED THE TOTAL FEES PAID BY MEMBER FOR THE SERVICE RESULTING IN SUCH LIABILITY IN THE SIX MONTH PERIOD PRECEDING THE DATE THE CLAIM ACCRUED. IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT THE CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE CREDIT UNION'S LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY

## LIABILITY TO MEMBER IN CONNECTION WITH ANY MATTER.

**6.2 Member's Duty to Report Errors.** Member shall notify Credit Union of any errors, omissions, or interruptions in, or delay or unavailability of, the Services as promptly as practicable, and in any event within one business day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within fourteen (14) days of the date of the earliest notice to Member which reflects the error. Failure of Member to notify Credit Union of any error, omission, or other discrepancy within seven (7) days from the date of a loss shall relieve Credit Union of any liability for such error, omission, or discrepancy.

**6.3 Credit Union's Performance.** Member acknowledges and agrees that Credit Union shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by Credit Union in performing the Services, in accordance with or unintentional deviation from the terms and conditions of this agreement, including exhibits or addenda. Member acknowledges that Credit Union's systems and procedures established for providing the Services are commercially reasonable. Member shall defend, indemnify, and hold Credit Union harmless from and against all liability, damage, and loss arising out of any claims, suits, or demands brought by third parties with respect to the Services.

**6.4 Limitation.** Credit Union shall have no liability to Member, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Services regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Services provided for in this Agreement, and shall have no liability for not effecting an Entry, if:

- i. Credit Union receives actual notice or has reason to believe that Member has filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
- ii. The ownership of funds involving an Entry or the Authorized Representative's authority to transmit an Entry is in question;
- iii. Credit Union suspects a breach of the Security procedures;
- iv. Credit Union suspects that the Member account has been used for illegal or fraudulent purposes; or
- v. Credit Union reasonably believes that an Entry is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

Credit Union will not be liable if Member fails to report timely any error or discrepancy reflected in a Statement prepared by Credit Union, or if Member fails to report a breach of a security procedure. If Credit Union fails to perform under this Agreement in accordance with the standards set herein, Credit Union's liability for damages, losses, and other compensation owing to Member shall be limited to the total fees paid by Member to Credit Union for the Credit Union failure to perform resulting in such liability in the two (2) month period preceding the date the claim accrued. Credit Union shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay, or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints, or any other event beyond its control. In no event will Credit Union be liable for any indirect, consequential, punitive, or special damages. Credit Union

will also be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in it exceeding any limitation imposed on it by any governmental or regulatory body.

## **7. Force Majeure.**

The Credit Union shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the Credit Union's reasonable control.

## **8. Termination.**

Either party may terminate this Agreement upon not less than ten (10) days prior written notice to the other party. Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, (i) Member will immediately cease using the service, and (ii) Member shall promptly remit all unpaid monies due under this Agreement. The Credit Union may immediately suspend or terminate Member's access to the service in the event that the Credit Union reasonably determines such suspension or termination is necessary in order to protect the service or the Credit Union from harm or compromise of integrity, security, reputation, or operation.

## **9. Indemnification.**

Member agrees to indemnify, defend and hold harmless the Credit Union and its shareholders, directors, officers, employees and agents (the "Indemnified Parties") from and against any and all losses, costs, expenses, fees (including, but not limited to, reasonable attorney fees and disbursements), claims, damages, liabilities and causes of actions of third parties resulting or arising from: (a) Member's failure to abide by or perform any obligation imposed upon Member under this Agreement, (b) the willful misconduct, fraud, criminal activity, intentional tort or negligence of Member or any of its representatives involving use of the service; (c) the actions, omissions or commissions of Member, its employees, consultants and/or agents relating to the service; and (d) any transmission or instruction, whether or not authorized, acted upon by the Credit Union in good faith. Member shall be provided with prompt notice of any claims and given full authority and assistance (at Member's expense) for the defense of any such claims; provided that the Credit Union may participate in such defense and settlement with counsel of the Credit Union's own choosing at the Credit Union's own expense; provided, further, however, Member shall have no authority to settle any claim against any Indemnified Party without the prior written consent of such Indemnified Party (which consent shall not be unreasonably withheld).

## **10. Modification of Services.**

Credit Union reserves the right to modify the EZDeposit services from time to time without making prior notice to Member, provided, however, that Credit Union will give Member at least thirty (30) days notice prior to making any modifications to the EZDeposit services that would materially alter their functionality.

## **11. Notices.**

Except as otherwise expressly provided herein, the Credit Union shall not be required to act upon any notice or instruction received from Member or any other person, or to provide any notice or advice to Member or any

other person with respect to any matter.

## **12. Enforcement.**

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the State of Georgia as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Georgia law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

## **Agreement And Terms For Use Of Apple Pay**

The following terms and conditions ( "Terms of Use") govern your use of any Mobile Card in Apple Pay or related Apple features or services (collectively, the "Apple Payment Services") available on payment-supported iOS devices commercialized by Apple from time to time ("Supported iOS Devices"). These Terms of Use are a legal agreement between you and the Credit Union ("we" or "Credit Union"). They apply to you and anyone else you authorize to use your Mobile Card(s) and govern all Mobile Cards (Credit Union Access Device such as a credit card, debit/ATM card or other access device as defined by your other agreements with the Credit Union which are incorporated herein by reference. To the extent that any provision of these Terms of Use conflict with any provision of your other agreements these Terms of Use shall govern) you may create in Apple Pay.

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE CREATING, ACTIVATING OR USING YOUR MOBILE CARD, BECAUSE BY DOING SO, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE.**

**IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF USE, YOU MUST NOT CREATE, ACTIVATE OR USE A MOBILE CARD.**

- You are solely responsible for maintaining the confidentiality of your Apple User ID, Apple passwords and any other means that you may from time to time have to access the application. If you share these credentials with any other person, they may be able to use your Mobile Card(s) and get access to your personal and payment information available through the Apple Payment Services.
- Call us immediately at the telephone number printed on the back of your card / access device or printed or published on your statements or our website if you believe your Supported iOS device or authentication credentials have been lost, stolen or

compromised in any way or an unauthorized person has used or may use your credentials without authorization.

- **These Terms of Use govern your access to and use of your Mobile Card only as between Credit Union and you. Apple, your wireless carrier, and other third party services or websites incorporated in the Apple Payment Services may have their own terms and conditions and privacy policies (“Third Party Agreements”) and you are also subject to those Third Party Agreements when you give them your personal information, use their services or visit their respective websites.**

While we do not currently charge any fee for creating or using your Mobile Card, you will be responsible for all fees that may be imposed by non-Credit Union parties in connection with your use (such as data usage or text messaging charges imposed on you by your wireless carrier) and be subject to any restrictions those third parties may impose.

Also, in addition to these Terms of Use, your use of the Apple Payment Services to purchase goods and services using a Mobile Card is still governed by the applicable Agreement for the Card(s) you used to create the Mobile Card. You can call the Credit Union number on the back of your Card to request a copy of the applicable Card Agreement or go to [www.acuonline.org](http://www.acuonline.org).

## **1. ARBITRATION**

**Each Agreement for any Credit Union Access Device contains a Claims Resolution provision, with a provision regarding binding arbitration that affects your rights with respect to your use of the Card you used to create a Mobile Card. That arbitration provision applies as well to any disputes between you and us arising from these Terms of Use or your creation, access to or use of any of your Mobile Cards and your use of any Eligible Card (as defined below) within the Apple Payment Services environment. By using any Eligible Card or Mobile Card, you agree to be subject to and comply with the terms of these Terms of Use and the Card Agreement for your Card(s).**

## **2. USE OF YOUR MOBILE CARDS**

Apple Pay enables you to create virtual representations of your Eligible Cards on your Supported iOS Device that will permit you to use your Supported iOS Device to make (i) contactless payments at merchants’ contactless-enabled point-of-sale terminals or readers that accept contactless payments using a Mobile Card (in lieu of you presenting your physical Eligible Card) and (ii) in-app or other digital commerce payments at merchants participating in the Apple Payment Services. You agree to use the Mobile Card only with a Supported iOS Device properly equipped with Apple Pay and to comply with all terms and conditions applicable to the Apple Payment Services. Please contact Apple if you have questions about the Supported iOS Devices that are eligible for use with the Apple Payment Services.

When you select an Eligible Card to use with Apple Pay, certain account information for the Eligible Card will be transmitted to and stored within your Supported iOS Device to facilitate your participation in Apple Payment Services. Once the account information for an Eligible Card has been stored on your Supported iOS Device, it is represented by a Mobile Card within Apple Pay. By selecting a Mobile Card and placing your Supported iOS Device near a merchant’s contactless-enabled point-of-sale terminal or reader or using that Mobile Card for an in-app purchase,



you are authorizing the payment for the merchant's products or services with that Mobile Card through the Apple Payment Services. To complete transactions above a certain dollar amount, merchants may require presentation of a physical companion card or a government-issued form of identification for inspection to authenticate your identity. Once created, a Mobile Card may work even if you do not have wireless service.

Apple Pay also provides you access to information related to the Eligible Cards that have been added to your Supported iOS Device. This may include information about Card cancellation or suspension due to issues such as an expired card, detection of fraud or past due payments. See "Suspension; Cancellation" below for more details.

For each Eligible Card added to Apple Pay, you may also view the last 10 purchase transactions made by you on that Eligible Card, whether or not made using the Supported iOS Device, but not the transactions made by any Additional Card on your Card account. The information will include the date, purchase amount and merchant name. Please note that some of the listed transactions may be pending charges, which are temporary and are subject to change (for instance, pre-authorizations at restaurants and hotels). Apple Pay provides you with the option and ability to turn off this purchase transaction reporting for each Mobile Card. For additional Card account information, please log into your account on the Credit Union Mobile app, web address, or call the number on the back of your Eligible Card.

Purchases or other transactions you make with any of your Mobile Card are governed by the Card Agreement for the Eligible Card you used to create your Mobile Card. If a problem arises with the product or service you purchased through use of the Mobile Card, you first should try to resolve the problem directly with the merchant, but you may also have rights under your Card Agreement or otherwise under applicable law.

### 3. ELIGIBILITY

You must have the power, authority and capacity to accept these Terms of Use. If you are a minor under the laws of the jurisdiction in which you enter into this agreement (under 18 in most States), you must have obtained the consent of the Basic Card to add your Mobile Card to Apple Pay and, by creating or using the Mobile Card, you acknowledge and agree that you have received that consent.

**You may use any Associated Credit Union debit credit or charge Card that is not cancelled and that is issued to you the Credit Union ("Eligible Cards") to create a Mobile Card. Prepaid cards and products and Credit Union Corporate Cards are not eligible for the Apple Payment Services.** We may permit you to add the same Eligible Card to as many as ten (10) Supported iOS Devices, but this can be limited if that Card is associated with more than 5 Apple IDs. You must agree to these Terms of Use each time you add an Eligible Card to a Supported iOS Device. Please contact Apple to learn about any additional limitations or restrictions imposed on its Apple Pay and for minimum software and hardware requirements. We may permit Eligible Cards of up to two Eligible Cards to be added to one Supported iOS Device. Please see "Privacy and Security" below.

### 4. THIRD PARTY AGREEMENTS AND SUPPORT

These Terms of Use only address the terms and conditions that apply to your use of your Mobile Card(s). Apple, your wireless carrier, and other third party websites or services integrated in the Apple Payment Services

have their own Third Party Agreements and you are subject to those Third Party Agreements when you give them your personal information, use their services or visit their respective sites. The Credit Union is not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of Apple's or any third party's products or services.

**It is your responsibility to read and understand the Third Party Agreements before creating, activating or using a Mobile Card in Apple Pay.**

We are not responsible for, and do not provide, any support or assistance for any third party hardware, software or other products or services (including any Apple Payment Service or your Supported iOS Device). If you have any questions or issues with a third party product or service, including issues pertaining to the operation of your Supported iOS Device, please contact the appropriate third party in accordance with that third party's procedures for customer support and assistance. If you have any questions or issues pertaining to Apple Pay (other than questions or issues specific to the use of a Mobile Card), please contact Apple.

## **5. CHARGES**

We do not currently charge a fee for using your Mobile Card. However, you understand that Third Party Agreements may contemplate fees, limitations and restrictions which might affect your use of any of your Mobile Card(s) (such as data usage or text messaging charges imposed on you by your wireless carrier). You agree to be solely responsible for all such fees and agree to comply with such limitations and restrictions.

## **6. PRIVACY AND SECURITY**

### **What the Credit Union Collects**

When creating your Mobile Card, we collect certain information from Apple to verify your identity, to enable you to use a Mobile Card and facilitate your participation in the Apple Payment Services. You authorize Credit Union to collect, use and share your information in accordance with the applicable Credit Union Consumer Privacy Notice and Apple's U.S. Online Privacy Statement, as they may be amended from time to time, and which are available at <https://www.acuonline.org/home/fiFiles/static/documents/privacypolicy.pdf> [Apple's Policy can be found on their website – currently: <http://www.apple.com/privacy/privacy-policy/>]. To facilitate your participation, also note that we will make certain account information relating to each Eligible Card you have selected to use with Apple Pay available for display, including your most recent transaction data, but not your full Eligible Card account number. You may decline to have the transaction data made available for display and still use Apple Pay, but you must turn off this feature manually with Apple through Apple Pay. You agree that we may also collect and use technical data and related information, including, but not limited to technical information about your Supported iOS Device gathered periodically to facilitate the updates to our services. We may use this information as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

### **Push Notifications**

You may receive push notifications from us from time to time reflecting your Card account activity. If you do not wish to receive notifications, you may turn off these notifications through the device Settings on your Supported iOS Device or by turning off the issuer notifications setting on the back of your Mobile Card.

## What Others Collect

As stated at the beginning of these Terms of Use and in the Third Party Agreements and Support section above, Credit Union is not responsible for the Apple Payment Services or any other services offered by your wireless carrier or any third party. Accordingly, any information you provide to Apple through Apple Pay, or that is collected or accessed by Apple in the course of your use of a Mobile Card or Apple Pay, is subject to Third Party Agreements, and is not governed by our Privacy Statement or these Terms of Use.

## Supported iOS Devices with same iCloud Account

If you add a Mobile Card to one of your Supported iOS Devices and have other Supported iOS Devices sharing the same iCloud account ("Other Supported iOS Devices"), Apple may collect and use information related to your Eligible Card and Mobile Card, permit that Mobile Card to be added to Other Supported iOS Devices and display on those Other Supported iOS Devices the last 5 digits of the associated Eligible Card and potentially other information.

In addition, if you delete a Mobile Card from one of your Supported iOS Devices, Apple will continue to permit for a short period of time that Mobile Card to be added on all of your Supported iOS Devices that share the same iCloud Account and display the last 5 numbers of the associated Eligible Card.

In each of these instances, your Mobile Card will not be added to any of your Other Supported iOS Devices unless you verify that Mobile Card with us on that device.

## Lost, Stolen or Unauthorized Use of your Supported iOS Device

**Call us immediately at the Credit Union telephone number printed on the back of your Eligible Card if you believe your Supported iOS Device or your credentials have been lost or stolen or someone has used or may use your Supported iOS Device or your credentials without your authorization. Also change your credentials immediately to avoid any unauthorized use of a Mobile Card or of your personal information. If you get a new Supported iOS Device, please be sure to delete all your Mobile Cards and other personal information from your prior Supported iOS Device.** You may contact us at 770.448.8200 or 800-952-1927 or Write us at Associated Credit Union, 6251 Crooked Creek Road, Peachtree Corners, Georgia 30092-3107. You must cooperate with us in any investigation and use any fraud prevention or other related measures we prescribe. Apple Pay and your Supported iOS Device may contemplate certain security features and procedures to protect against unauthorized use of any of your Mobile Card(s). These features and procedures are the sole responsibility of Apple. You agree not to disable any of these security features and to use these security features and procedures to safeguard all your Mobile Cards.

## Protecting your Apple Passwords and other Credentials

You are responsible for maintaining the confidentiality of your Credit Union user ID, Apple User ID, Apple passwords and other means you may from time to time have to access any of your Mobile Cards. You should keep your Supported iOS Device and these credentials secure in the same manner as you would keep your cash, checks, credit cards, and other personal identification numbers and passwords secure. Subject to the Agreements governing the use of the Eligible Card you use to create your Mobile Card, you are responsible for all transactions made using your Mobile Card.

**You are solely responsible for maintaining the confidentiality of your Apple User ID, Apple passwords and any other means that you may from time to time have to access the application. If you share these credentials with any other person, they may be able to use your Mobile Card(s) and get access to your personal and payment information available through the Apple Payment Services. Sharing of your credentials with another person shall create an authorized user until such time as you provide us notice in writing ; and we have time to act upon such notice. Call us immediately at the Credit Union telephone number printed on the back of your Credit Union card if you believe your Supported iOS device or authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without authorization.**

While we may permit Eligible Cards of up to two Cards to be added to one Supported iOS Device, we caution you against sharing your credentials with any other person and you should immediately notify us if someone has access to your Supported iOS Device or credentials that you have not authorized.

## **7. SUSPENSION; CANCELLATION**

We reserve the right for any reason to discontinue offering or supporting any Mobile Card or to not participate in the Apple Payment Services. Except as otherwise required by applicable law, we may block, restrict, suspend or terminate your use of any Mobile Card at any time without notice and for any reason, including if you violate these Terms of Use or any of your Card Agreements, if we suspect fraudulent activity or as a result of the cancellation or suspension of your Eligible Card account. You agree that we will not be liable to you or any third party for any block, suspension, cancellation or termination of your use of any Mobile Card.

The Credit Union may disqualify a Mobile Card or discontinue providing any services to any individual suspected of violating these Terms of Use or the Third Party Agreements related to the Apple Payment Services in its sole and absolute discretion. We also caution you that ANY ATTEMPT BY AN INDIVIDUAL OR ENTITY TO DELIBERATELY INTERFERE, INTERRUPT, MODIFY, AUDIT, ASSESS, RE-ENGINEER, OR DAMAGE ANY ASPECT OF A MOBILE CARD OR THE APPLE PAYMENT SERVICES OR UNDERMINE THE LEGITIMATE OPERATION OF A MOBILE CARD OR THE APPLE PAYMENT SERVICES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND CREDIT UNION RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY INDIVIDUAL OR ENTITY RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

You may remove one or more of your Mobile Cards from Apple Pay at any time by pressing the "Delete" button in Apple Pay or by calling the number on the back of your Eligible Card.

## **8. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF ANY MOBILE CARD IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY MOBILE CARD IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE", WITH ALL DEFECTS THAT MAY EXIST FROM TIME TO TIME AND WITHOUT WARRANTY OF ANY KIND, AND CREDIT UNION, ON BEHALF OF ITSELF AND ITS SUPPLIERS, HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY MOBILE CARD, EITHER EXPRESS, IMPLIED OR

STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WE, ON BEHALF OF OURSELVES AND OUR SUPPLIERS, ALSO DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF ANY MOBILE CARD, OR THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, A MOBILE CARD WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OR AVAILABILITY OF A MOBILE CARD WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN A MOBILE CARD WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CREDIT UNION, ANY OF ITS AUTHORIZED REPRESENTATIVES OR ANY THIRD PARTY SHALL CREATE ANY WARRANTY.

ACCESS, USE AND MAINTENANCE OF A MOBILE CARD DEPEND ON THE APPLE PAYMENT SERVICES AND THE NETWORKS OF WIRELESS CARRIERS. CREDIT UNION DOES NOT OPERATE THE APPLE PAYMENT SERVICES OR SUCH NETWORKS AND HAS NO CONTROL OVER THEIR OPERATIONS. WE WILL NOT BE LIABLE TO YOU FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT OR OTHERWISE AFFECT THE FUNCTIONING OF ANY MOBILE CARD, SUCH AS UNAVAILABILITY OF THE APPLE PAYMENT SERVICES OR YOUR WIRELESS SERVICE, COMMUNICATIONS, NETWORK DELAYS, LIMITATIONS ON WIRELESS COVERAGE, SYSTEM OUTAGES, OR INTERRUPTION OF A WIRELESS CONNECTION. CREDIT UNION DISCLAIMS ANY RESPONSIBILITY FOR THE APPLE PAYMENT SERVICES OR ANY WIRELESS SERVICE USED TO ACCESS, USE OR MAINTAIN A MOBILE CARD.

USE OF A MOBILE CARD INVOLVES THE ELECTRONIC TRANSMISSION OF PERSONAL INFORMATION THROUGH THIRD PARTY CONNECTIONS. BECAUSE WE DO NOT OPERATE OR CONTROL THESE CONNECTIONS, WE CANNOT GUARANTEE THE PRIVACY OR SECURITY OF THESE DATA TRANSMISSIONS. ADDITIONALLY, YOUR SUPPORTED iOS DEVICE'S BROWSER IS GENERALLY PRE-CONFIGURED BY YOUR WIRELESS CARRIER. CHECK WITH APPLE AND YOUR WIRELESS CARRIER FOR INFORMATION ABOUT THEIR PRIVACY AND SECURITY PRACTICES. FOR PERSONAL OR CONFIDENTIAL INFORMATION SENT TO OR FROM CREDIT UNION OVER THE INTERNET FROM YOUR SUPPORTED iOS DEVICE, WE RESERVE THE RIGHT TO LIMIT SUCH CONNECTIONS TO "SECURE SESSIONS" THAT HAVE BEEN ESTABLISHED USING TRANSPORTATION LAYER SECURITY OR OTHER SECURITY STANDARDS WE SELECT.

WE MAKE NO GUARANTEES ABOUT THE INFORMATION SHOWN IN THE APPLE PAYMENT SERVICES. WE ALSO ARE NOT RESPONSIBLE FOR YOUR SUPPORTED iOS DEVICE OR THE SOFTWARE OR HARDWARE IT CONTAINS AND MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING THE SAME.

This Section 8 shall survive any termination of these Terms of Use.

## **9. LIMITATION OF LIABILITY**

EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL THE CREDIT UNION, ITS DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT

LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR FINANCIAL DAMAGES, LOST REVENUES, OR OTHER LOSSES OF ANY KIND, ARISING OUT OF THESE TERMS OF USE OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE ANY MOBILE CARD, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

NOTHING IN THESE TERMS OF USE SHALL OPERATE SO AS TO EXCLUDE OR LIMIT OUR OR OUR SUPPLIERS' LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW. Federal law and the laws of certain States or other jurisdictions may not allow the exclusion or limitation of certain damages. If these laws apply, some or all of the above exclusions or limitations may not apply to you, and you may have rights in addition to those contained in these Terms of Use.

This Section 9 shall survive any termination of these Terms of Use.

## **10. LICENSE FOR ANY MOBILE CARD**

A MOBILE CARD IS LICENSED, NOT SOLD, TO YOU FOR USE ONLY UNDER THE TERMS AND CONDITIONS OF THESE TERMS OF USE. CREDIT UNION RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU.

You are granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to install and use the Mobile Card on your Supported iOS Device solely in accordance with these Terms of Use. The license is limited to use on any Supported iOS Device that you own or control and as permitted by any applicable Third Party Agreements. Such license does not allow you to use the Mobile Card(s) on any device that you do not own or control (or for which you do not have authorization to install or run Apple Pay or the Mobile Card, such as where prohibited by applicable security policies in the case of corporate users), and you may not distribute or make any Mobile Card available over a network where it could be used by multiple devices at the same time.

Certain software that Credit Union uses to provide the Mobile Card(s) has been licensed from third parties (each a "**Third Party Licensor**") that are not affiliated with Credit Union. This limited right to use such software is revocable at the discretion of Credit Union. Credit Union and its Third Party Licensors retain all right, title and interest in and to the software used by Credit Union to provide the Mobile Card(s) and any modifications and updates thereto. You agree that you will not use any third-party materials associated with the Mobile Card(s) or the Apple Payment Services in a manner that would infringe or violate the rights of any party, and that we are not in any way responsible for any such use by you. All third party intellectual property marks, including the logos of merchants, are the property of their respective owners.

You may not rent, lease, lend, sell, redistribute or sublicense the Mobile Card or the Apple Payment Services. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of any Mobile Card or the Apple Payment Services, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing the use of any open sourced components included with a Mobile Card or the

Apple Payment Services). Any attempt to do so is a violation of the rights of Credit Union and its Third Party Licensors. If you breach this restriction, you may be subject to a civil lawsuit, prosecution and damages. The terms of the license will govern any upgrades provided by Credit Union that replace or supplement any Mobile Card, unless such upgrade is accompanied by a separate agreement in which case the terms of that agreement will govern.

You agree that a Mobile Card may be automatically updated or upgraded without notice to you. At any time, at our sole discretion and without prior notice, we may expand, reduce or suspend the type and/or dollar amounts of transactions allowed using a Mobile Card or change the enrollment process.

The license granted hereunder is effective until terminated by you or Credit Union. Your rights will terminate automatically without notice from Credit Union if you fail to comply with these Terms of Use or if we terminate your use of your Mobile Card. Upon termination of the license, you must cease all use of the Mobile Card and delete all Mobile Card(s) from Apple Pay.

## **11. GOVERNING LAW**

These Terms of Use, your use of any Mobile Card, and any claim, dispute or controversy arising from or relating to these Terms of Use or your use of any Mobile Card are governed by and construed in accordance with the laws of the State of Georgia (without regard to its conflict of laws rules) and applicable federal law. The legality, enforceability, and interpretation of these Terms of Use and the amounts contracted for, charged, and received under these Terms of Use, if any, will be governed by such laws. These Terms of Use are entered into between you and us in Georgia. Subject to the arbitration provision in the applicable Card Agreement, you expressly agree that exclusive jurisdiction for any claim or dispute with us or relating in any way to these Terms of Use or your use of any Mobile Card resides in the courts of Gwinnett County, Georgia, and you further agree and expressly consent to the exercise of personal jurisdiction in such courts of Georgia in connection with any such dispute including any claim involving us or our affiliates, subsidiaries, employees, contractors, officers, directors, agents and content providers.

## **12. MISCELLANEOUS**

Your access to and use of a Mobile Card is subject to all applicable international, federal, state and local laws and regulations. We reserve the right to seek all remedies available at law and in equity for violations of these Terms of Use. These Terms of Use (including all agreements and policies referenced in these Terms of Use, which are not modified or superseded by these Terms of Use) set forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter hereof and supersede any prior or contemporaneous understandings or agreements with respect to such subject matter. If any part of these Terms of Use are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms of Use shall continue in effect. Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. The Section titles in these Terms of Use are for convenience only and have no legal or contractual effect. We may assign these Terms of Use, in whole or in part, at any time with or without notice to you. You may not assign these Terms of Use, or any part of it, to

any other party. Any attempt by you to do so is void. These Terms of Use shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. There are no third-party beneficiaries to these Terms of Use, except that Credit Union affiliates are third-party beneficiaries of these Terms of Use with the right to enforce them. If a dispute relates or arises from the subject matter of these Terms of Use and relates to any Mobile Card, such dispute will be governed by the arbitration provision in the Card Agreement applicable to the most recent Mobile Card you have created in Apple Pay. The terms of this Section 12 will survive termination of these Terms of Use, together with any other terms which by their nature the parties contemplate should survive.

### **13. CHANGES TO THESE TERMS OF USE**

We reserve the right to revise these Terms of Use at any time and you are deemed to be aware of and bound by any changes to these Terms of Use by your continued access to or use of any Mobile Card. We will indicate that changes to these Terms of Use have been made by updating the date indicated after "Last Modified:" at the beginning of these Terms of Use. You will also be able to view the revised Terms of Use on your Supported iOS Device by accessing any of your Mobile Cards. If you do not accept any revisions made to these Terms of Use, your sole and exclusive remedy is to cancel your use of and delete all Mobile Card(s).

### **14. COMMUNICATION**

As a condition to activating and using Mobile Cards, you consent to receive certain messages on your Supported iOS Device (i.e., SMS, MMS) from us. You also agree to receive notices and other communications from us by e-mail to the e-mail address on file for the relevant Eligible Card account, posting within your online account, or through the messaging capabilities of Apple Pay, although e-mail will be our primary method of communication to you.

To update the contact information we have on file for you, please go to the [www.acuonline.org](http://www.acuonline.org) or call the number on the back of your Eligible Card.

### **15. INDEMNIFICATION**

You shall indemnify and hold the Credit Union, its licensors, sponsors, agencies and its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) your use of any Mobile Card and the Apple Payment Services or (ii) any breach of the terms and conditions set forth in these Terms of Use by you, your Additional Cards or other users of the Apple Payment Services using your Mobile Card or credentials. You must use your best efforts to cooperate with us in the prosecution or defense of any such claim. We have to employ counsel of our choice to defend and control of any such matter subject to indemnification by you. You have the right, at your own expense, to employ separate counsel to participate in such matter on a non-controlling basis.

As provided in the Card Agreement, the Basic Card is responsible for all uses of the Card account by Additional Cards. The Basic Card will also be responsible for all uses made by third parties the Basic Card gives access to, including if these third parties misuse any Mobile Card or the Apple Payment Services.





**FACTS****WHAT DOES ASSOCIATED CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security Number and transaction history
- Account balances and payment history
- Credit history and credit scores

**How?**

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Associated Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Associated Credit Union share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	No	We Don't Share
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	No	We Don't Share
<b>For our affiliates to market to you</b>	No	We Don't Share
<b>For nonaffiliates to market to you</b>	Yes	Yes

**To limit our sharing**

- Mail the form below

**Please note:**

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

**Questions?**

Call 770.448.8200 or go to [acuonline.org](http://acuonline.org)

**Mail-in Form**

	Mark what you want to limit:
	<input type="checkbox"/> Do not share my personal information with nonaffiliates to market their products and services to me.
	Name
	Address
	City, State, ZIP
Account #	
<b>Mail To:</b>	Marketing Department Associated Credit Union 6251 Crooked Creek Road, Norcross, Georgia 30092-3107

**Who we are**

<b>Who is providing this notice?</b>	Associated Credit Union
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**What we do**

<b>How does Associated Credit Union protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
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<b>How does Associated Credit Union collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>■ Open an account or provide account information</li> <li>■ Deposit money or apply for a loan</li> <li>■ Use your credit or debit card or give us contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
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<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>■ Sharing for affiliates' everyday business purposes — information about your creditworthiness</li> <li>■ Affiliates from using your information to market to you</li> <li>■ Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
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**Definitions**

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Associated Credit Union has no affiliates</i></li> </ul>
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<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Nonaffiliates we share with can include insurance and broker or security companies</i></li> </ul>
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<b>Joint Marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
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Peachtree Corners, GA 30092-3107

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