

# CONSUMER MEMBERSHIP AGREEMENT & ACCOUNT DISCLOSURES



6251 Crooked Creek Road  
Peachtree Corners, GA 30092-3107

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acu@acuonline.org

Toll Free  
800-952-1927



## 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: <ul style="list-style-type: none"><li>■ Social Security Number and transaction history</li><li>■ Account balances and payment history</li><li>■ Credit history and credit scores</li></ul>	
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	<div><input type="checkbox"/> Mail the form below</div> <p><b>Please note:</b></p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
Questions?	Call 770.448.8200 or go to acuonline.org

Mail-in Form

Mark what you want to limit:  
☐ Do not share my personal information with nonaffiliates to market their products and services to me.

Name	
Address	
City, State, ZIP	
Account #	

Mail To:

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

Associated Credit Union  
Consumer Membership Agreement  
& Account Disclosures

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Who we are	
Who is providing this notice?	Associated Credit Union

What we do	
How does Associated Credit Union protect my personal information?	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.
How does Associated Credit Union collect my personal information?	We collect your personal information, for example, when you: <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> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: <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> State laws and individual companies may give you additional rights to limit sharing.

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



# Consumer Membership Agreement & Account Disclosures

**Special Notices:** 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.

**Cellular Phone Contact Policy:** By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

**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 to Members:** 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 Agreement 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 or your use or continued use of any account or account services after receiving this Agreement, 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 Agreement, and the Schedules, as amended from time to time. This Agreement governs all services whether opened now or in the future and we may modify, change, or amend the terms of this Agreement, the Personal Rates Disclosures, the Service Charge Information and Fee Schedule, and the Privacy Policy at any time, and any change shall be immediately effective unless otherwise specifically required by applicable law.

Please read this document carefully, and feel free to ask any questions regarding these terms and conditions. Be sure to read the sections titled Statutory and Consensual Liens on Shares and related provisions to insure you understand the pledge of shares to the Credit Union. All owners of joint accounts pledge 100% of all shares to secure both individual and joint debts or obligations. Also, carefully review the section Termination of Account(s) & Service(s) which addresses when services may be suspended or terminated.

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

# Binding Arbitration of Claims & Disputes

RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

## Agreement to Arbitrate Disputes

Either You or We may elect, without the other’s consent, to require that any and all disputes between Us arising out of, affecting, or relating in any way to Your Accounts or the products or services related to your Accounts or any aspect of Your relationship with Us be resolved through binding arbitration, except for those disputes specifically excluded below.

## No Class Action or Joinder of Parties

YOU ACKNOWLEDGE THAT You and We agree that no class action, class-wide arbitration, private attorney general action, or other proceeding where someone acts in a representative capacity, may be pursued in ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by You and Us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

## Disputes Covered by Arbitration

YOU ACKNOWLEDGE THAT in arbitration, THERE WILL BE NO RIGHT TO A JURY TRIAL. Any claim or dispute relating to or arising out of Your Accounts or the services related to your Accounts or our relationship will be subject to arbitration, regardless of whether that dispute or the facts underlying or giving rise to that dispute arose before or after your receipt of this notice. Disputes include claims made as part of a class action, private attorney general, or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to this arbitration provision's enforceability, validity, scope, or interpretation. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they

are based on or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to Your Accounts. Disputes include not only claims made directly by You, but also made by anyone connected with You or claiming through You, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also its parent, affiliates, successors, assignees, employees, and agents, and claims for which We may be directly or indirectly liable, even if We are not correctly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable grounds and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders, or otherwise; and claims made independently or with other claims. If a party initiates a proceeding in court regarding a claim or dispute that is included under this arbitration provision, the other party may elect to proceed in arbitration pursuant to this arbitration provision.

### **Disputes Excluded from Arbitration**

Disputes filed by You or by Us individually in a small claims court are not subject to arbitration so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this arbitration provision. Loan default and other Indebtedness claims and defenses or counterclaims raised in such actions are also explicitly excluded from this particular Arbitration Agreement but shall remain subject to any other applicable arbitration provision contained in any other agreement governing or applicable to such loan or indebtedness.

### **Procedures Prior to Filing a Claim in Arbitration**

Prior to either party filing a claim in arbitration and as a condition precedent to doing so, a party shall first make a written demand upon the other party setting forth their claim. The parties shall then attempt to resolve the dispute in good faith for a minimum of 60 days before any claim may be filed in arbitration. During this period, both parties agree to toll any applicable statute of limitations.

### **Commencing an Arbitration**

The arbitration must be either conducted by a neutral arbitrator selected by agreement of the parties or filed with the following neutral arbitration forum and follow its rules and procedures for initiating and pursuing an arbitration:

JAMS  
1-800-352-5267 (toll-free)  
[www.jamsadr.com](http://www.jamsadr.com)

If We initiate the arbitration, We will notify You in writing at Your last known address on file. You may obtain a copy of the arbitration rules and additional information about initiating an arbitration by contacting JAMS.

If You initiate the arbitration, You must notify Us in writing at:

Associated Credit Union  
Risk Management Department  
6251 Crooked Creek Road  
Peachtree Corners, GA 30092

The arbitration shall be conducted in the same city as the U.S. District Court closest to Your home address unless the parties agree to a different location in writing.

If JAMS is unable to or unwilling to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the Federal Arbitration Act). The neutral arbitrator selected by the parties or the court shall apply the Federal Rules of Evidence and the Federal Rules of Procedure concerning discovery, except that the below class action waiver is specifically enforceable notwithstanding any Federal Rules of Procedure to the contrary.

### **Administration of Arbitration**

The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years' experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures in effect on the date the arbitration is filed or such other rules as to which the parties may agree. If there is a conflict between a particular provision of the JAMS Rules and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control.

You understand and agree that the applicable rules and procedures in arbitration may limit the discovery available to You or Us. The arbitrator must take reasonable steps to protect customer account information and other confidential information if requested to do so by You or by Us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration other than, as allowed by law, a joint accountholder or any entity in privity with either party as to the claim at issue. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person other than those identified in the foregoing sentence, or on the resolution of any other dispute. You or We may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At Your or Our request, the arbitrator shall issue a written, reasoned decision following applicable law, and relief granted must be relief that could be granted by a court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

### **Costs**

The party initiating the arbitration shall pay the initial filing fee. If You file the arbitration and an award is rendered in Your favor, We will reimburse You for Your filing fee. If there is a hearing, We will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, We will advance or reimburse filing and

other administrative fees if the arbitrator rules that You cannot afford to pay them or finds other good cause for requiring Us to do so, or if You ask Us in writing and We determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, witnesses, and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

### **Right to Resort to Provisional Remedies Preserved**

Nothing herein shall be deemed to limit or constrain Our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien We may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that You or We may elect to arbitrate any dispute related to such provisional remedies.

### **Arbitration Award**

The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

### **Governing Law**

You and We agree that our relationship includes transactions involving interstate commerce and that this arbitration provision is governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the State of Georgia shall apply.

### **Severability, Survival**

This arbitration provision shall survive (a) termination or changes to Your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. No portion of this arbitration provision may be amended, severed, or waived absent a written agreement between You and Us. If the Class Action Waiver in this specific Arbitration Agreement is found to be unenforceable for any reason, then the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

### **Right to Reject this Arbitration Provision**

You have the right to opt-out of this agreement to arbitrate if You opt out within 30 days after You have opened or joined your first Account with Us, either as a member or as a joint accountholder. However, if We sent or offered You this or any version of an agreement to arbitrate with a notice for the first time after your first Account was opened, You must opt out within 30 days after We sent our notice and the agreement. To opt-out, send Us written notice as follows: (i) your written notice must include your name, as listed on your account, your account number, and a statement that You reject this agreement to arbitrate, and, (ii) You must send your written notice to Us at the following address: Associated Credit Union, Marketing Department, 6251 Crooked Creek Road, Peachtree Corners, GA 30092 or [arbitration@acuonline.org](mailto:arbitration@acuonline.org).

**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". To the extent there is any conflict between the terms of this Agreement and any of these items or any other documents, the terms of this Agreement shall govern. 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. Otherwise, to the extent there is any conflict between the terms of this Agreement and any of these items or any other documents, the terms of this Agreement shall govern. 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, 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.

This Deposit Account Agreement applies to new and existing Consumer accounts and, together with the following documents, is your contract with Associated Credit Union (herein "Credit Union") and constitutes the "Agreement" that governs your account with Credit Union:

- The Service Charge Information Schedule,
- Our dividend rate sheet for interest-bearing accounts,
- Our privacy notice, and
- Any additional disclosures, amendments, or addenda we provide to you.

In this Agreement, when we say "Credit Union," "we," "us," and "our," we are talking about the Credit Union. "You" and "your" means each account owner, authorized signer, and any other person authorized to operate your account. When we say "We may" or "Credit Union may" do something, that means you authorize us and agree to such action.

This Agreement is applicable to new and existing Consumer accounts and replaces all prior agreements regarding your account, including any verbal or written statements or representations. When you sign an account application or use your account, including any account service, you and anyone else identified as an owner or authorized signer on your account consent to the terms of this Agreement. We regularly update this Agreement. You are responsible for ensuring that any authorized signer is familiar with this Agreement. If you keep your account open after we change this Agreement or end a fee waiver, you agree to the changes. We recommend you keep a copy of this Agreement – and any changes we provide to this Agreement – for as long as your Credit Union accounts are open. You can get a copy of the current Agreement in the Credit Union's online banking portal, or by visiting your local branch, or by phone at 1-800-952-1927.

If we suspect fraud, illegal or improper activity, or if we have any legitimate need to make changes pursuant to Credit Union policies or operational requirements; we may, at our discretion, transfer your existing account(s) to replacement account(s) with a new account number(s). We may also make this reassignment when your account is reported compromised by you. If we issue you a replacement account number, all terms of this agreement will continue to apply, without interruption, as if you retained the discontinued account number. We may also reissue new access devices, and require you change access via user names, passwords and other actions as deemed necessary to

accomplish the purposes for any reassignment hereunder. You agree that this will not create a new customer relationship and our existing relationship will continue uninterrupted with this reassignment.

This document contains various defined terms with specific meanings. Some defined terms are defined within the section in which they are used. More frequently used defined terms are defined in the General Definitions / Requirements / Biometrics below. As you review this Agreement, be sure to check the General Definitions / Requirements / Biometrics for those definitions.

## **General Definitions / Requirements / Biometrics**

**"Access Device"** means any card, electronic access device and/or any codes, passwords or personal identification numbers (PIN) that we issue to allow you to access and/or use any account or other services. With regard to online or internet transactions an access device shall also include any computer, smartphone or other hardware used to make or process a transaction.

**Use of Biometrics / Fingerprints / Facial Recognition:** The Credit Union or various apps you may choose to use 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 requirements we or the third party may require associated with this 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. We may require the use of biometrics and/or fingerprinting with regard to any service we offer; and any refusal to cooperate with such use shall allow us to refuse to make any transaction, including but not limited to cashing any on-us item presented by any holder.

**Important Notice on Biometrics:** When you enable biometric access every person with an enrolled fingerprint on 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 TO ACCESS AND USE YOUR ACCOUNTS AND ASSOCIATED ACCOUNT INFORMATION.

**"Account Access"** a. Authorized User(s). All withdrawals, transfers and transactions made by any person to whom you have at anytime 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.

**"ACH"** The Automated Clearing House Network.

**"ACH debit entry"** An electronic instruction requesting the withdrawal of funds from your account through ACH.

**"ACH transaction"** A deposit or payment transferred to or from your account through an ACH.

**"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, we may place holds on various deposits as explained in the Section in this Agreement on Funds Availability, International ACH Transactions, 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, written 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. To know the Available Balance, you

may check online banking, telephone banking or call (800-952-1927). 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.

**How do we determine your account's available balance?** Your Actual Balance is the total amount of money in your account? The Actual Balance does not take into account outstanding transactions authorized by the accountholder. The Actual Balance may not always depict an accurate display of what you may spend without overdrawing your account.

The Available Balance is the total amount of funds in your account less holds placed on deposits and less holds on debit card authorizations not yet presented for payment. While an Available Balance shows as immediately available for use, it may not always depict an accurate display of what you may spend without overdrawing your account. For example: You have an Actual Balance of \$75 and an Available Balance of \$75. You then swipe your debit card at the grocery store; an authorization for your purchase is given for \$25. The \$25 transaction is now on hold. Since we are obligated to pay the merchant, even if your checking account is negative at the time the transaction is presented to us by the merchant, we will reduce your available balance by the amount of the authorization which is \$25. Your Actual Balance would still be \$75 because this transaction has not yet posted, but your Available Balance would be \$50 because you have authorized a \$25 payment to the grocer. When the merchant submits the request for payment, your Actual Balance will be reduced by the amount of the posted transaction and both your current and available balance will be \$50, provided additional charges have not been made. If you exceed the Available Balance (even though the Actual Balance may be greater), you may overdraw your account since transactions ARE posted against the Available Balance. This may result in Insufficient Funds transactions; Overdraft Privilege fees; Returned Items and Fees; and Overdraft Protection Fees as a result of exceeding your Available Balance.

We use your Available Balance to determine when your account is overdrawn prior to assessing Non-sufficient fees or Overdraft Privilege Fees, if you are opted into the ODP Program. The following is an example: Your Actual Balance and Available Balance are both \$100. You use your debit card for a \$70 purchase, the merchant requests an authorization, and a hold is placed on the \$70. Your Available Balance is now \$30. Your Actual Balance still shows as \$100. Before the merchant sends the transaction to us for payment, a \$35 check you wrote clears your checking account. Because you only have \$30 available when the check is presented, your account will be overdrawn by \$5, even though your Actual Balance shows \$100. In this case, we may pay the \$35 check, but you will be charged an Overdraft Privilege fee, even though your Actual Balance exceeds the amount of the transaction. The fee will be deducted from your account, further reducing your Available Balance (to -\$40.50). When the merchant requests payment for the \$70 debit card transaction, your Available Balance no longer has sufficient funds to cover it, however, since it was approved when you had available funds, it will be paid and no fee charged.

YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION YOU WANT TO MAKE. Your Available Balance does not reflect your outstanding checks, automatic bill payments, or any other outstanding transactions that have not

been paid from your account. These items will not be reflected in your Available Balance until presented to us and paid from your account. Holds on deposits may not be reflected, as described in our Funds Availability Policy.

In addition, your Available Balance may not reflect all of your pending debit card or ATM card transactions. For example, if a merchant obtains an authorization but does not submit the debit card transaction for payment within three (3) business days after the authorization is given, we may increase your Available Balance by the amount of that authorization. This means your Available Balance will no longer reflect the pending transaction until the transaction has been received by us and posted to your account. Although clearing times for debit card transactions range from 0-5 days, merchants choose the system by which they process their transactions and how frequently they do so (often a decision based on the lowest cost to them). The Credit Union has no control over how and when transactions are presented to us to be paid.

Even though we may increase your Available Balance when a merchant does not submit the transaction for payment within 3 business days, the obligation to the merchant still applies. The time period for authorizations may be different for certain types of merchants.

NOTE: Holds placed on your account balance for pending debit card/electronic transactions, including gasoline, hotels, car rentals, etc., may reduce your available balance for an amount that may vary from the actual purchase amount, which may or may not be presented for payment. These same holds also reduce the available funds for subsequent purchases. Failing to account for outstanding items may cause your account to become overdrawn and fees assessed. Why is this Important to You? The order in which items are paid is important if there are not enough available funds in your account to pay all of the items presented for payment. Our payment policy may cause your larger, more important items, (such as your rent or mortgage payment), to not be paid first, 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 available funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The Credit Union does not have to notify you prior to paying an item, regardless of the availability of funds. We encourage you to keep careful records of all transactions (debits & credits) and practice good account management. This will help you avoid writing checks or share drafts without sufficient available funds and incurring overdraft fees.

The Credit Union may return debits (including ACH payments and other transactions) presented for payment against your checking account if the debit amount exceeds the available balance. The first instance of a returned debit due to insufficient funds will result in the assessment of an NSF fee, as outlined in our current Service Charge Information and Fee Schedule, for each returned item. The entity submitting the debit may attempt to resubmit the payment, even after an initial return for insufficient funds. If the resubmitted debit again exceeds the available balance, it will be returned without an additional fee being assessed for the represented item. Please note that a representing entity may, intentionally or unintentionally, alter the details of a debit to make it appear as a new or different transaction. Unfortunately, the Credit Union is unable to detect such modifications, and it is possible that an NSF fee may be applied in these cases. However, if you notify us of such an occurrence and provide relevant information, we will investigate

the matter and, if applicable, reverse any NSF fee associated with a subsequent represented item. In certain cases involving particularly problematic representing entities, it may be necessary to close your current account and open a new one to mitigate further issues.

**"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 we or any of our agents contact you regarding any transaction(s) and you verify the transaction(s) you agree we 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 or otherwise makes a determination that the Credit Union is at risk for potential loss, we 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. An authorized signer may stop payment on an item they have drawn or otherwise ordered, but may not close any account(s) or terminate any services without the owners specific written consent.

**"Card"** Every type of debit card and ATM card we may issue, except any prepaid cards or the business.

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

**"Consumer Account"** Any deposit account which is established and kept for personal, family, or household purposes and isn't intended for business use. A consumer account can be owned by one or more individuals.

**"Direct deposit"** means an automatic electronic deposit of your salary, pension, Social Security, or other regular income deposited through the ACH network to your Credit Union deposit account by your employer or an outside agency.

**"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.

**"Item"** Any order, instruction, or authorization to withdraw or pay funds or money from or to an account. Examples include a check, draft, money order, ACH, wire transfer, Bill Pay, other electronic transfer, ATM withdrawal, teller withdrawal, debit card purchase, and fee.

**"Overdraft"** means an available balance of less than \$0.00 in your account.

**"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.

**"Returned item / non-sufficient funds (NSF)"** means a term used to indicate when an item presented for payment is returned unpaid because the available balance in your deposit account is less than the amount of the item when presented.

**"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.

**"Statement period"** The dates of your statement period are located on your account statement, which provides you a record of all transactions posted during that period. Statement periods can be of varying length, including monthly, quarterly, semi-annual, or annual.

**"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 ensure 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).**

## **Deposits to Your Account(s) and Instruments Paid/Cashed:**

Funds may be deposited to any account, in any manner that is acceptable to us. Deposits may be made by mail, in person at any of our offices having facilities to accept deposits, or by direct deposit or other electronic funds transfer allowed by us. If you voluntarily give information about your account (such as our routing number and your account number) to someone and authorize them to draw against your account, we may charge your account and pay any items, including remotely created checks initiated by the person to whom you gave the information. You also agree that we may pay an electronically created item even though the item was not created from an original paper check, whether presented in the form of a remotely created check or an electronic item. You authorize us to continue to honor items or debits from a payee previously authorized by you, until you instruct us to cease to do so, whether or not the payee is acting within the scope of your initial authorization, subject only to such liability as may be imposed upon us by law. If you want us to stop honoring items from a payee previously authorized by you, you must tell us in writing. Until you notify us that such items are not authorized, we can continue to pay them and will not be liable to you even though the items are not in accordance with any authorization you may have given.

This does not, however, obligate us to honor remotely created checks or similar items or entries. We may refuse to honor remotely created checks or similar items or entries without cause or prior notice, whether or not we have honored or dishonored similar items or entries previously.

You agree that we are under no obligation to verify whether the name and account number shown on the remotely created checks are accurate. If any information on a remotely created checks is incomplete, inaccurate, or in error, you agree that we may, at our sole discretion, either pay the remotely created checks and charge your account for the item as drawn or refuse to honor the remotely created checks and, without prior notice to you, return the item unpaid. You further agree to indemnify and hold the Credit Union harmless for losses resulting from our honoring or dishonoring any such debit.

**a. Endorsements:** You authorize us, in our discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of any one or more owners on the account, whether or not endorsed by all payees. You authorize us to supply missing endorsements of any owners. You agree to endorse all items pursuant to applicable laws and regulations. If any endorsement or any other markings you or any prior endorser has made on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by us due to the delay or error.



**b. Substitute Checks:** You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.

**c. E-Checks:** When you or any person with authority authorize any E-Check you agree: (1) that we may pay the item as submitted to us; (2) that you shall be solely responsible for all information transmitted regarding such item(s) including but not limited to the payee(s), the amount(s) of the item(s), and endorsements or the lack thereof; and (3) you agree to indemnify us for all losses we incur in connection with any E-Check you authorize.

**d. Collection of Deposits:** In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care. By signing the Signature Card or using any accounts or services, you specifically waive your rights to notice of non- payment, dishonor or protest regarding all items presented for collection. We have the right to refuse any order, transfer or deposit, limit the amount that may be offered for deposit and to return all or any part of a deposit. Special instructions for handling an item are effective only if made in writing and accepted by us separately along with the item in question. We will not be liable for any default or negligence of correspondents or for loss in transit, and each correspondent will only be liable for its own negligence. We are authorized to pursue collection of previously dishonored items (including re-presentment), and in so doing we may permit the payor bank to hold an item beyond the midnight deadline. Items that we present or re-present may be truncated or converted to an electronic or other format. If an item is not paid you are fully responsible for any loss we may incur in seeking to collect the item for you. Items not drawn by you upon us are not overdrafts, but are Insufficient Funds Items ("NSFs") that you must pay to us if we incur any loss in seeking to collect such items for you.

**e. Direct Deposits:** You must notify us at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Direct Deposit or Transfer Authorization/Bankruptcy. If you file bankruptcy and fail to cancel any instructions in your direct deposit or transfer authorization, then you hereby instruct your employer and us to continue to make and apply deposits, make loan payments in order to avoid delinquency and other transfers in accordance with your authorization, until written notification is received by us to discontinue any payments or transfers.

**f. Multiple Payees:** Unless any check, share draft or other instrument expressly indicates that the item is payable to conjunctive payees, the instrument shall be deemed payable in the alternative. If there is any ambiguity, the instrument shall be deemed payable in the alternative (example: a check payable to "A and B" is a conjunctive instrument. A check payable to "A or B;" "A, B;" "A/B", where "A and B are listed on separate lines;" or otherwise, where not expressly conjunctive are payable in the alternative).

**g. Final Payment:** All items, deposits, ACH (Automated Clearing House) transfers, or other transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we may charge your account for the amount of such items or transfers or both and impose all fees/charges set forth in the Schedule without notice. We have no obligation to provide any separate notice under this provision; and you agree that our indication of any credits

or debits hereunder reflected on your periodic statements shall be deemed sufficient notice.

**h. Checks From Source Other Than Credit Union Approved Vendor and Use of Wash Preventive Ink:** Checks From Source Other Than Credit Union Approved Vendor and Use of Wash Preventive Ink: The Credit Union approves the vendor(s) listed in the Schedule for check printing due to their high standards. Other companies that provide check printing services may not meet the high standards of our approved vendor(s) or may print terms or limitations that we do not agree to on such checks. Also, you understand that checks can be washed unless you use a wash preventive ink. Therefore, you acknowledge and agree that we have no responsibility or liability to you whatsoever resulting, arising or relating from/to: alterations, forgery, non-payment; returns as no account/insufficient funds or otherwise; limitations we do not specifically agree to in writing; or any other processing/payment error with regard to any check that is not printed by our approved vendor(s) or your failure to use wash preventive ink in the writing of any check(s).

We require that checks purchased or printed from sources other than the Credit Union contain security features that will prevent the check from being counterfeited. The minimum features required are an artificial watermark, "VOID" pantograph, micro-print lines, bleed-through check numbering, a warning band and a Regulation CC endorsement backer on the reverse of the check. If you use checks that do not meet these minimum required counterfeit-avoidance security standards, and your checks are counterfeited, we may refuse to honor your request for reimbursement of any losses you may suffer.

## **Transactions from Your Account(s):**

Generally, you may withdraw and/or transfer funds from your account(s) at any time subject to the limitations set forth in this section and the Funds Availability Disclosure in effect at the time of the deposit. Payments upon your order may be made in coin, bills, or other instruments or via electronic means at our option.

## **Restrictions on Withdrawals from All Accounts / Transaction**

In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7) but not more than sixty (60) days before the intended date of withdrawal. If there are sufficient funds to cover some but not all of your withdrawal orders, we may permit those for which there are sufficient funds in any order we choose. We may refuse to allow any transaction, and will advise when required by applicable law if; for example: (1) there is a dispute between account owners; (2) a legal garnishment, attachment or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due; or (6) you request a large cash transaction as defined in the Rate and Fee Schedule. If we freeze any account - we will only be obligated to remove the freeze upon receipt of either an agreement signed by all interested person or a legal document, which meets our requirements. In addition to the foregoing, for reasons that include your safety and that of the Credit Union, large amounts of cash are not maintained at any Credit Union facility. Therefore, daily cash withdrawals are limited to the sum set forth in the Schedule. Any amounts in excess of such

limit must be facilitated by other means such as a cashier's check or wire transfer.

**Closing Accounts:** When either you or the Credit Union close any accounts, certain funds may not be immediately made available to you upon closing. This is due to actions you have taken or your relationships with third parties that may result in certain holds that affect your available funds versus your actual funds. Please read this entire section for a complete explanation of these matters. These holds are generally resolved within a period of 10-days. Once all these matters are cleared so that your accounts are no longer responsible for any sums these other parties may claim, then any remaining funds shall become available funds and will be paid to you.

## **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 dollar amount; ACH items in each presentment file post credits first, then debits paid by dollar amount, lowest to highest, and generally ACU receives several ACH presentment files per day; ATM/POS/ZELLE 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.

**Third Parties:** You further understand and agree that we have no control over how the third parties (or entities who process transactions for them) you elect to do business with "code" transactions. For instance, these third parties have full control over the amounts of transactions they may enter per your relationship with them; and they may code transactions as recurring or non-recurring which may affect the payment order of transactions and the application of any overdraft protection or courtesy pay services you have with us. You authorize us to accept transactions based upon the coding submitted by third parties; and that we may rely upon such coding in processing all transactions and services for you.

## International ACH Transactions

You acknowledge that in the event an International ACH Transaction ("IAT") Entry that is transmitted to or from any of your Accounts is identified and designated by the Credit Union's screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"), then the settlement of such an IAT Entry may be delayed or suspended pending our review of the IAT Entry, and may be terminated under applicable OFAC Rules. You also acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. You agree that any delay described in the forgoing provisions of this paragraph is a permissible delay under the terms of laws and regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, we will provide Account holder such notice as may be required by the NACHA Rules, OFAC Rules, or other applicable laws and regulations.

## Important Conditions that may Affect Access to Services, Credit Union Offices and/or Limitations on Services:

**Compliance with Laws and Inappropriate Transactions or Account Relationship:** 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 or inappropriate transaction(s) as determined by applicable law as we in our discretion may deem inappropriate; 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, improper 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. We may also close or terminate accounts or services which we believe violate your obligations under this Section. Such prohibitions 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.

**Restrictions on Accounts.** The Credit Union may limit, refuse, close or terminate any account or service that we deem to constitute a breach of this Agreement. Unless an express exception is made by the Credit Union in its sole discretion, we do not offer services to "Money Service Businesses", "Internet Gambling Businesses" and "Cannabis Businesses", or other businesses that we determine violate the limitations in this Section. By way of illustration: "Cannabis Businesses" are defined by the Credit Union to be any person or business that (i) engages in the sale, production or storage of any form of cannabis, marijuana or hemp, and/or (ii) is required to be licensed and/or registered with a government entity due to the business engaging in an activity related to any cannabis related industry. The Credit Union may,

at its sole discretion, also apply these restrictions on other businesses or individuals directly or indirectly related to a cannabis business.

**Limitations on Account and Services for Members who Reside in Non-US Countries or Territories; or in Certain US States: (For the laws of Non-US Countries or Territories )** The Credit Union may limit, refuse, close or terminate any account or service if: (1) we deem it necessary due to legal/regulatory requirements of a foreign country that are not directly applicable to US residents; or (2) we deem it to be in the Credit Union's best interests to not provide accounts or services due to potential exposures or obligations under non-US laws, rules or regulations.(For Certain States as determined by the Credit Union from time to time) The Credit Union may also limit, refuse, close or terminate any account or service if: (1) we deem it necessary due to legal/regulatory requirements of a state in which we do not maintain a physical presence and/or provide services only to a limited number of persons residing in that state; or (2) we deem it to be in the Credit Union's best interests to not provide accounts or services due to potential exposures or obligations arising or related to the laws of a state where we do not maintain a physical presence.

**Virtual Currency.** We do not accept accounts transacting in any type of virtual currency (crypto-currency) services or transactions. Prohibited transactions include, but are not limited to: (i) wires (incoming/outgoing) (ii) ACH transactions (incoming/outgoing) (iii) privately owned ATMs dealing specifically with crypto-currency (iv) credit or debit card transactions.

**Monitoring.** We monitor all members and transactions. If prohibited activity, suspicious activity and/or unsatisfactory account handling is detected, we will review the account and take action either by limiting services or closing the account. (Refer to Termination or Restriction of Account(s) and Service(s)).

**Natural Disasters, Pandemics or Significant Health Concerns and Other Acts of God:**

**FORCE MAJEURE.** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental declarations, acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. This clause shall continue to apply for a reasonable period of time after the cause addressed above has subsided sufficient to allow resumption of services.

**OFFICIAL HEALTH GUIDANCE:** All Credit Union offices reserve the right to follow/implement official health guidance issued by governmental entities and/or health organizations which may include but are not limited to: Closure of Credit Union Offices; Social Distancing; Requiring the use of Personal Protective Equipment (masks, gloves, clear eye coverings or other requirements). These requirements may vary from office to office; and may change from time to time.

**FACE MASKS:** For security reasons all face masks are prohibited unless medically required. If a mask is medically required, members/non-members, contractors and staff, will be asked to temporarily remove it before assistance may be provided and completing a transaction for proper identification. If you feel you cannot remove you mask temporarily for identification in the branch you may use the Credit Union's Drive-Thru Interactive Teller Machines ("ITMs") as an alternative. We will also consider any requests for special appointments where your identity can be verified before entering Credit Union property.

## **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, or pursuant to any reasonable actions we take to ensure our compliance with such laws, regulations or governmental agency requirements (all of which are deemed permissible purposes by you and us) 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.

## Privacy and Confidentiality

Every person on the Credit Union's premises has the expectation and right that their private and confidential information will be protected and remain private and confidential. Thus, the Credit Union prohibits any photography, filming or recording of any type using any device that has or may have the potential to record by any means on any Credit Union premises, including at or near any ATM or other device which may display or allow determination of confidential information without the Credit Union's prior express permission. The Credit Union's general privacy policy is provided later in this Agreement or via a separate disclosure provided at account opening.

## Multiple Party Accounts

Any or all owners can make deposits or withdrawals regardless of contributions. Each owner guarantees the signature of all other owners; and appoints all other owners as agents. We may accept orders, instructions, and requests for future services from any account owner, which shall be binding on all owners. Any individual account owner may withdraw funds, stop payment of Items/Transactions (regardless of who ordered the payment), transfer or pledge to us all or any part of the shares in any account, and block, terminate or discontinue or close any transaction or service without the consent of the other owner(s). We have no obligation to notify the other account owner(s) of any pledge or other actions, orders or instructions by any owner. Each owner is jointly and severally liable for all returned items, overdrafts or any other obligations owed to the Credit Union as a result of any Transaction(s) on a multiple party account, regardless of the drawer, user or authorized user who orders or causes said Transaction(s).

## Rights of Survivorship

Unless your account card specifically indicates otherwise, you agree that it's your intention to create a joint tenancy with the right of survivorship (a form of ownership) in any multiple party account and if one or more of the multiple party owners dies, his or her interest in the account passes to the remaining owners; unless subject to our right of set-off or a pledge of the funds in the account(s), in which case all sums in the account(s) will belong to us regardless of contributions, up to the amount of the obligation(s) owed. We may not release any funds to a survivor until all required legal documents are delivered to us.

## Accounts Established for Minors

**Uniform Transfers/Gifts to Minors Act account.** All grantors, custodians and beneficiaries agree to the terms of this paragraph. If you have signed an account as custodian for a beneficiary under an applicable UGMA and/or UTMA, your rights and duties are governed by that Act. However, since the 50-states provide varying ages for distribution to the beneficiary; and the grantor, the custodian and/or the beneficiary may move; and you wish to direct when distribution may be made, you have instructed and agreed that when the beneficiary reaches the age of 18 in all states, the funds in any UGMA/UTMA may be paid or withdrawn by the beneficiary without notice or further action by us as this is the intent of the party establishing this account.

## Minor's Accounts

We may permit minors to open certain accounts. We will generally require a parent, guardian or other adult joint owner. As a joint account, a minor's account will be subject to the joint ownership provisions above. As a joint owner, we may make payments of funds directly to the minor without regard to his or her minority. We have no duty to inquire about the use or purpose of any transaction by the minor, parent or guardian or any account owner. To promote safe and responsible transactions on a minor's accounts in accordance with the Credit Union's contractual requirements, minors will be restricted from utilizing money movement services, to include the following:

- Zelle: Peer-to-peer payment service.
- External Transfers: Transfers between accounts at other financial institutions.
- Bill Pay: Service for making online payments to third-party vendors or service providers.
- EZDeposit: Mobile deposit transactions services.

## Representative payee, VA fiduciary and other government fiduciary accounts

The representative payee/fiduciary ("fiduciary") agrees to be bound by the terms of the Account Agreements and to furnish us, upon request, a copy of the written SSA, VA or other authorization designating the fiduciary and such other documents and authorizations as we may deem necessary or appropriate. In opening a fiduciary account, the Credit Union acts only as a depository for the Beneficiary's funds, and is under no obligation to act as a fiduciary or to inquire as to the powers or duties of the appointed fiduciary. The fiduciary agrees that he or she are liable to us for any and all obligations incurred by any actions dealing with the account and agree to indemnify and hold the Credit Union harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by the fiduciary.

## Check 21

Check processing is getting faster as banks begin to process checks "electronically." We are required by law to provide the notice in the following section ("Substitute Checks And Your Rights"), which explains the differences between your original check (which might not be returned) and a substitute check, and your rights in the event the substitute check causes a loss that would have been avoided if the original check was still available.

**Substitute Checks and Your Rights:** What is a substitute check? To make check processing faster, federal law permits banks to replace original checks with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of the substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use the substitute check as proof of payment just like the original check.

Some or all of the checks that are returned to you from us may be substitute checks. This notice describes your rights you have when you receive substitute checks from us. The rights in this notice do not apply



to original checks, photocopies of original checks, or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

What are my rights regarding substitute checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest, if your account earns interest) within ten business days after we received your claim and the remainder of your refund (plus interest, if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please call us at the Phone Number set forth in the Rate and Fee Schedule or write to us at Address in the Rate and Fee Schedule. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

1. A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
2. An estimate of the amount of your loss;
3. An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
4. A copy of the substitute check or identifying information such as the check number and the name of the person to whom you wrote the check.

## **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.

## **PRO\$PER Savings Account**

I (We) hereby authorize Associated Credit Union to establish a special savings account for me (us) to be known as a PRO\$PER Savings Account ("PSA"). 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) PSA. It is agreed that:

PSA is a restricted savings account which permits unlimited deposits but otherwise limits withdrawals in order to promote a minimum 12 month saving period. Opening an account requires an initial minimum deposit of \$10. Account holders may make additional deposits in any denomination from time to time, and for each \$100 increase in month-over-month savings, an account holder receives an entry into a prize drawing, subject to additional terms and conditions set out in the Member Participation Agreement, as well as further limitations and exceptions set out in this disclosure. Each account holder is limited to one PSA per participating credit union. An account holder may have an interest in having more than one account as a joint account holder, but may not be listed as the primary account holder on more than one account.

Interest rate: The current interest rate is "Not Yet Declared" with an Annual Percentage Yield (APY) of "Not Yet Declared" \*

Rate information: The APY is a percentage rate that reflects the total amount of interest/dividend to be paid on an account based on the rate and frequency of compounding for an annual period. The interest rate and APY are subject to change. There is a \$50.00 minimum balance to earn interest.

**Minimum balance & deposit requirements:** The minimum deposit required to open a PSA account is \$10. Account holder is required to maintain on an ongoing basis a \$5 minimum balance in the PSA account.

**Credit union membership:** Account holder is additionally required to complete payment of one share, based on credit union's share price, in a separate share savings account as a condition of credit union membership.

**Balance computation method:** Interest/dividends will be compounded using an average daily balance method. The average daily balance is determined by adding the full amount of principal in the account each day of the period and dividing the figure by the number of days in the period.

**Accrual of interest/issuance of dividends:** Interest will begin to accrue on non-cash deposits on the business day you make the deposit to your account. If you close your account before interest/dividends are credited, you will not receive the accrued interest (or dividends).

**Early withdrawal & associated penalties:** Besides for the End of Savings Period describe below, account holder's partial withdrawals are not allowed. An account holder, at his/her/their option, may also close the account at any time, without penalty. Once closed, the account holder is prohibited from opening another PSA for a period of 180 days. Closing the account will result in the forfeiture of prize entries as otherwise enumerated in the terms and conditions set out in the Member Participation Agreement.

**Exceptions:** At our option, we may pay the account at any time when an account holder dies, transfers residency outside the state of Georgia, is determined legally incompetent by a court, is no longer considered a member in good standing, or otherwise is found by credit union to be in violation of the Member Participation Agreement or credit union's Membership and Account Agreement.

**Transaction limitations:** Additional periodic deposits are permitted at any time while the PSA continues to be offered by credit union. For every \$100 increase in month-over-month balance, the account holder will earn one entry (up to: 10 entries per month/30 entries per quarter/120 entries per 12-month period) to be entered into any eligible prize drawing.

**End of Savings Period:** This account type will automatically renew at the end of the initial twelve (12) month savings period, with the stated interest rate and corresponding APY continuing after that time, unless you are otherwise notified of a rate change as required by law. At the end of the twelve (12) month savings period, account holder has thirty-five

(35) days within which to do the following, penalty-free: roll over some or all of the funds into a certificate of deposit or other savings product offered by the credit union or otherwise withdrawal some or all of the saved funds. Any roll-over balance that remains in the account for a subsequent twelve (12) month savings period will be treated as a new deposit for eligibility into subsequent applicable prize pools.

**Subsequent disclosures:** This disclosure may be updated from time to time, and if it is updated, account holder will receive a notice of updated disclosure as well as the effective date of the updates as required by law.

Account closure: If account holder withdraws all funds from the account prior to the date that interest is credited (or dividends are issued), or if account is otherwise closed due to one of the exceptions noted within this disclosure, the account holder agrees to forfeit all accrued but uncredited interest (or dividends). Account holder may withdraw all funds, and close the account, at any time, without penalty.

## **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 agree that if you authorize the use of stamp/facsimile signature, electronic signature, access device or biometric; we shall not be liable for honoring any transaction or instrument that appears to bear your stamp/ facsimile or electronic signature, even if made by an unauthorized person.

You are solely responsible to ensure that you maintain the security and possession of any stamp, other facsimile signature, or access device.

## **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 \$2,500 or more, the amount of the payment will not be available for use for up to eight 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 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**

Should we receive any legal process, or other adverse claim which in the Credit Union's opinion affects your account(s), we may, at our option and without liability: (1) refuse to honor orders to pay or withdraw sums from the account(s); and/or (2) hold the balance in the subject account(s) until the Process or adverse claim is disposed of to the Credit Union's satisfaction; pay the balance over to the source

of the Process; and/or comply with any specifically applicable laws in addressing the Process. Any Process or adverse claim is subordinate to our lien and security interest in all funds in your account(s). We may also charge you a fee for such matters as set forth in the Schedule.

## **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**

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 1-855-921-2515.
- 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 calling 770-448-8200 ext. 2392.

## How We May Contact You

**Contacting you for servicing and collection:** We may contact you by phone, text, email, or mail to service your account or collect amounts you owe us. You will provide us accurate and current contact information. We can contact you at any address, phone number, or email address you provide.

When you give us a phone number, you expressly consent that we (and any party acting on our behalf) may contact you by phone call or text message at that number. When we call you, you agree that we may leave prerecorded or artificial voice messages. You also agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any phone number you give us, even if the receiving number is a mobile phone or other service for which the party called may be charged.

**Communicating with authorized signers:** We may provide you or an authorized signer with information about your account. When we receive information from an authorized signer, we treat it as a communication from you. You agree to notify us promptly in writing if an authorized signer no longer has authority on your account.

## 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, including when a merchant or payee submits a "retry" payment request; (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, including when such amounts exceed the "Available Balance" but not the "Actual Balance" as set forth herein; 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 available 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; (3) have no legal orders, levies or liens against your account; (4) have no ACU loans or credit cards twenty (20) days or one cycle past due; (5) for accounts eligible for greater than \$100 Member Overdraft Privilege, members must have total deposits of at least \$500 in the first 45 days to receive the increased limit; and (6) must make regular deposits totaling \$10 every six (6) months.

Please be aware that the order of item payments may create multiple overdraft items during a single credit union day for which you will

be charged our Paid Non-Sufficient Fund Fee (Paid NSF Fee \$30.00) for each overdraft item paid per the Credit Union's Service Charge Information. For information about the order of payments on your account, see the Payment Order of Your Transactions section of the Account 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 (Paid NSF) 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 Non-Sufficient Fund fee (NSF Fee \$30.00) 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 Paid NSF Fee \$30.00 or an NSF Fee \$30.00 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 available 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 800-952-1927 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 by check, 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. 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**

**Club Accounts (Holiday, Safari Savings)**

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**
Safari Account age Requirement .....	Under 16

Safari Accounts will convert to Club Account once all owners are 16 years old.

**CU \$aveMore**

Minimum deposit to open account .....	\$10.00
Minimum balance required to earn dividends .....	\$50.00
Method of computation .....	Average Daily Balance*
Direct Deposit.....	Required

Interest will be credited .....	Quarterly
Interest will be compounded .....	Quarterly
Statement period .....	Quarterly**
Open Checking Account.....	Required

Must meet all of the above to earn first Tiered rate.

### PRO\$PER Savings Accounts

Minimum deposit to open account .....	\$10.00
Minimum balance required to earn dividends .....	\$50.00
Method of computation .....	Average Daily Balance*
Qualifying entry amount.....	\$100.00
Max number of entries (Monthly).....	10 (\$1,000)
Max number of entries (Quarterly) .....	30 (\$3,000)
Max number of entries (Annual) .....	120 (\$12,000)
Interest will be credited .....	Quarterly
Interest will be compounded .....	Quarterly
Statement period .....	Quarterly**

One account per member. Member can win once per drawing period (monthly, quarterly, and annual prizes every calendar year). After 12 months of saving, the member may do the following without penalty: 1) Transfer funds to another savings; 2) Withdraw all the funds; or 3) Keep the balance in your PRO\$PER Savings Account.

### 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.

### PRO\$PER 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**
eStatements .....	Required
Online Banking .....	Required
Direct Deposit into Account .....	Required
Debit Card Transactions .....	15 per Statement period
Debit Card Rewards Program .....	Not Eligible

Must meet all of the above to earn first Tiered rate. 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**

**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**

**Certificate of Deposits (CDs)**

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 CD 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.

Any certificate of deposit, term share certificate, certificate or share certificate accounts offered by the Credit Union are subject to the terms of this Agreement, the Schedule, and any account receipt or certificate, which are incorporated herein by reference.

### CD Early Withdrawal Penalty

You have agreed to leave the principal of this account on deposit for the full term stated in your Certificate. If all or part of the principal is withdrawn before the maturity date, the Credit Union may charge you a penalty. Withdrawal of the principal amount of your Certificate may be made only with the consent of the Credit Union. Unless stated otherwise, owners of accounts with a stated term of one year or less shall forfeit an amount equal to up to 30 days dividends/interest on the amount withdrawn, or the length of the term, whichever is less, when any withdrawal is allowed. Unless stated otherwise, owners of accounts with a stated term of more than one year shall forfeit an amount equal to up to 90 days dividends/ interest on the amount withdrawn, or the length of the term, whichever is less, when any withdrawal is allowed. The penalty may be calculated at the rate paid on the deposit at the time of the withdrawal. The penalty will, if necessary, be taken from the principal amount of the deposit. The Credit Union may grant a premature withdrawal request without penalty or with a reduced penalty in the event of the owner's death or legal incompetence. The 9-month CD allows one early withdrawal or early redemption without penalty.

### CD Renewal Policy

Unless you instruct the Credit Union otherwise, your certificate account will automatically renew at maturity. You will have a grace period of ten (10) business days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. However, the Credit Union reserves the right to give the owner written notice that the account will not be renewed. In the latter case, upon maturity, the account will be converted to a regular share account and receive earnings at the rate then paid on regular share deposits. The rate of earnings for any renewal terms, shall be at the rate the Credit Union is then offering on the same accounts in this class. If you instruct us not to renew your account, then no dividends will be paid after the stated maturity date. Deceased Member Accounts: If a member single owner or all owners of a multiple party account decease prior to the renewal date, the certificate will not be renewed and will be transferred to the members' savings account; or if no such account matching the ownership is open, then to a general ledger account pending estate resolution of the account. CDs 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 CD.....	\$200.00
Minimum deposit to open Savings Safari 6-month CD.....	\$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 CD(s) .....See Rate Attachment

If you close your account before accrued interest is credited, accrued interest will not be paid. The issue rate for CDs 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 CD 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.

Nature of Dividends. The Credit Union pays dividends from current income and available earnings, after required transfers to reserves at the end of the dividend period, thus dividends are not guaranteed. The Dividend Rate and Annual Percentage Yield set forth in the Schedule are prospective rates and yields the Credit Union anticipates paying for the applicable dividend period. 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.

Transfer and Assignment. If you want to transfer account ownership to another person, we must consent and note it in our records before the transfer is valid and binding on us; however, we’re not responsible for determining whether such transfer is legally valid. Assignment of your account is subject to our lien, pledger and setoff addressed in this Agreement or other agreements with us. This Agreement is binding on your personal representatives, executors, administrators, and successors, as well as our successors and assigns.

**When An Owner Does Not Sign Account Documentation**

If a person or entity identified in our records as an owner or a co-owner of an account does not sign any account-related documentation (including the account application), we still may treat them as an owner or a co-owner of that account, in our sole discretion; and we’re not liable to anyone as a result.

**Fees and Charges.** The fees and charges set forth in the Schedule may be assessed against your account(s).

**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. The Par Value of a membership share, which must be fully paid to become a member or maintain membership or to receive and maintain any accounts or services with us is set forth in the Schedule. The sum of your membership share shall be paid into and retained in your share savings or other appropriate account.

### **Death or Legal Incompetence Of An Authorized Signer or Account Owner**

Please notify us promptly if you learn or suspect an account owner or signer has been declared incompetent by a court or other legal authority, or has died. When we receive proper notice, we may:

- Freeze the account until we receive documents verifying the incapacity or death and instructions regarding the funds remaining in the account,
- Pay (without inquiring) any item authorized by the account owner before being declared legally incompetent or deceased,
- Return or reverse deposits, and
- Apply funds in the account to any debt the account owner owes us before recognizing the rights of a surviving joint owner or other person to any remaining funds.

If we release funds after the account owner's death and have to pay tax or reclamation claims to a government agency as a result, the account owner's estate is responsible for reimbursing us.

**Consumers and Sole Proprietors Only:** If an account owner dies or is declared legally incompetent, we may comply with court orders and legal documents, and take direction from affiants, court-appointed representatives, guardians, or conservators from your state of residence, even if different than where the account was opened except as otherwise required by applicable law or court order. We may require additional documentation be provided to us before complying with the directives. We may require U.S. court documents for customers residing outside of the U.S. at the time of incompetence or death.

### **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 Accounts**

If your account falls below any applicable minimum balance or you have not made any Transactions within the period of time specified in the Schedule, we may classify your account(s) as inactive. An account is generally only considered dormant when an applicable State law requires such classification (i.e., dormant or abandoned). Although having no obligation to do so, we reserve the right to not classify a particular account as either inactive or dormant if any owner thereof has other active accounts or services with us. You may be charged fees as set forth in the Schedule for inactivity, which is generally the failure to transact any business on an account for the period set for in the Schedule. Unless specifically prohibited by applicable law, we may



also charge a service fee set forth on the Service Charge Information Schedule for processing your dormant account. Unless prohibited by applicable law, we further reserve the right to transfer your dormant account funds to a general Credit Union account and to suspend any further account statements.

## **Abandoned Accounts**

An account is generally only considered abandoned when an applicable State law requires such classification. Although having no obligation to do so, we reserve the right to not classify a particular account as abandoned if any owner thereof has other active accounts or services with us. Unless specifically prohibited by applicable law, we may also charge a service fee set forth by regulation for processing your abandoned account. Unless prohibited by applicable law, we further reserve the right to transfer your abandoned account funds to a general Credit Union account and to suspend any further account statements.

## **Closing Your Account If The Balance Is Zero Or Negative**

Accounts with a zero or negative balance will continue to be charged applicable fees (like the monthly service fee) until we close or you request to close your account. We may close an account (except analyzed business accounts) with a zero or negative balance on the fee period ending date or at month end without prior notification to you. Once an account is closed (either by you or us), no fees will be assessed on the account.

- To prevent closure by us, an account with a zero or negative balance must have a qualifying transaction posted within the last two months of the most recent fee period ending date. IOLTA and RETA accounts require a qualifying transaction within ten months of the most recent fee period ending date.
- Examples of qualifying transactions are deposits and withdrawals made at a branch, ATM, online, mobile, or via telephone; one-time and recurring transfers made at a branch, ATM, online, mobile, or via telephone; automatic or electronic deposits, such as from payroll or government benefits; automatic or electronic payments, including Bill Pay; one time and recurring purchases or payments made using a card or mobile device; and checks paid from the account. IOLTA and RETA accounts are not eligible for ATM cards or debit cards.
- Bank-originated transactions, like monthly service or other fees, are not considered qualifying transactions that will prevent closure of an account with a zero or negative balance.

This does not limit or impair our ability to close, restrict or terminate service as otherwise addressed herein.

## **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.

## Stop Payment Orders

If you don't want us to pay a specific written instrument such as a personal check, you can ask us to place a "Stop Payment Order" ("SPO") on the instrument. You can notify us by mail, telephone, electronically, or in person. Any such instruction must be given to a teller, member service representative or branch manager of the Credit Union. Your SPO will take effect when we record it on your account. A SPO will not be valid and binding on us unless your SPO includes your account number, the number and date of the written instrument, the name(s) of the payee(s), and the exact amount of the instrument. Only the person placing the SPO may release the SPO. We will charge you a service charge for any SPO as set forth in the Schedule. If you give an oral SPO that is not confirmed in writing by you or us within fourteen (14) days, your SPO will expire and the instrument may thereafter be paid by us.

If you provide written confirmation, your SPO will be effective for a period of six (6) months. Alternately, the Credit Union, in its sole discretion, may confirm any oral SPO in writing by sending a notice to the address shown in our records, but has no obligation to do so. Such written confirmation by us will also be effective for a period of six (6) months. To extend the SPO for an additional six (6) months, you must deliver to us an additional written request as described above.

The Credit Union will not be responsible for any loss as a result of honoring a check: (1) more than fourteen (14) days after receipt of your oral order to stop payment; (2) more than six (6) months after your written order to stop payment, our written confirmation, or more than six (6) months after a written extension as provided herein; (3) through inadvertence, oversight or accident, we honor any postdated check;

(4) if you fail to provide us with complete or accurate information; (5) or fail to meet your obligations as noted in this section or otherwise in this Agreement. We have no obligation to accept any order to stop payment on any certified check, cashier's check, teller's check or other instrument guaranteed by us. You will be responsible to the Credit Union if any claim or demand is made against us as a result of our acting in accordance with your stop payment order.

**Insufficient Funds and Cashier's Checks:** You agree that any stop payment order received when you do not have sufficient funds on deposit in your account to cover the item on which you are requesting us to stop payment shall be subject to a service charge for return of an NSF item rather than the service charge for a stop payment order. **Cashier's Checks:** If you seek to return any cashier's check or like item after it is issued to you or another, then you agree we may treat such items as "lost, stolen or destroyed" under the Uniform Commercial Code and reimbursement may not be made for 91-days for the date issued.

## 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 or Restriction of Account(s) and Service(s) and Standards of Conduct and Behavior**

The Credit Union is committed to delivering exceptional products and services to members. To that end our employees are trained to handle interpersonal interactions effectively and to address any service issues with Credit Union members. The Credit Union's policies define the circumstances under which services may be limited for members who engage in "improper or abusive conduct;" and also address other circumstances where membership and/or services may be terminated or limited. The policy is not intended to restrict the rights

and freedoms of any particular group or individual, but to protect Credit Union employees and members by addressing unacceptable conduct. You also understand and expressly agree that the Credit Union is a non-profit organization and that the rights addressed in this section are necessary to protect the Credit Union for the benefit of all members. This section applies to all members, users, persons who have interactions with us and visitors.

### **Termination by You or Us**

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 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. You further agree that we can terminate your membership, any account or service including any rewards program for cause based on any of the circumstances defined in this Agreement; without notice or further action.

### **Examples for Termination, Limitation of Restrictions by the Credit Union**

We, in our sole discretion, may terminate, limit or restrict, or change the terms without notice 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 share drafts 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 with the Credit Union as needed to assess any services, transactions or issues [this will in no way affect any claims you may assert under any federal or state laws which do not expressly provide a duty to cooperate and any non-cooperation will only be considered in assessing risks associated with providing services to you in the future]; (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 including but not limited to the Credit Union's Member conduct policy, any 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;

(16) making unauthorized posting(s), defacing or removing notices or signs on Credit Union premises and/or social media sites without management authorization; (17) misappropriating Credit Union funds, property, or other material proprietary to the Credit Union; (18) deliberately or repeatedly violating security procedures or safety rules; (19) possessing, using, or being under the influence of illicit drugs on Credit Union premises; (20) engaging in use or possession of weapons of any kind on Credit Union premises except for on-duty law enforcement officers or security officers; (21) any new US or other Country's laws, rules, regulations or other requirements make it impractical or impossible for the Credit Union to meet the requirements of such laws, rules, regulations or other requirements; (22) using one or more credit or debit cards to obtain cash and purchasing power we do not believe appropriate, using such devices to pay credit card balances with the proceeds of other cards, or using such devices in a manner we determine is primarily intended to abuse a rewards program; or (23) We reserve the right to determine if any account, loan or service is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making transactions in a manner that we in our sole discretion determine to be calculated solely in order to meet monthly qualifications for rewards or any incentives that we may offer, may have their accounts converted to a different account or closed altogether. We also reserve the right to convert an account to a different account if the account does not have consistent active use over consecutive Statement Cycles, which period we shall determine from time to time. The foregoing is not an exhaustive list.

### **Improper Or Abusive Conduct**

- Any threats of or actual bodily harm or illegal activity against another member or an employee or volunteer engaged in Credit Union business.
- Any form of action that may constitute harassment. For example:
  - Any type of harassment, including age, sexual, ethnic, or racial harassment; making racial or ethnic slurs, engaging in sexual conduct; making sexual overtures.
  - Inappropriate touching.
  - Making sexual flirtations, advances or propositions; engaging in verbal abuse of a sexual, racial or ethnic nature; making graphic or degrading comments about an individual or his or her appearance.
  - Displaying sexually suggestive objects or pictures.
- Fighting, kicking or other physical harm or attempted harm towards a Credit Union member, employee or volunteer engaged in Credit Union business. For example:
  - Engaging in offensive or abusive physical contact.
- Cursing or other abusive or vulgar language directed towards a Credit Union member, employee or volunteer engaged in Credit Union business. For example: Using profane, abusive, inappropriate, intimidating, or threatening language.
- Bringing or possessing firearms or weapons or any hazardous or dangerous device on Credit Union premises or at a Credit Union function.
- Possession, sale, use or the appearance of being under the influence of an unlawful or alcoholic substance on Credit Union premises or at a Credit Union function.

- Attempting to coerce or interfere with a Credit Union employee or volunteer in the performance of their duties at any time.
- Uncivil conduct or failure to maintain satisfactory working relationships with other members, employees and volunteers at the Credit Union.
- Conducting or attempting to conduct or engage in any fraudulent, dishonest or deceptive activity of any kind involving Credit Union employees or Credit Union services.
- Any posting, defacing, or removing notices or signs on Credit Union premises; writing on Credit Union bulletin boards without management authorization.
- Appropriation or misappropriation of Credit Union funds, property or other material proprietary to the Credit Union; immoral conduct or indecency or Credit Union premises.
- Deliberate or repeated violations of security procedures or safety rules.
- Any act which endangers or has the potential to endanger the safety, health or well-being of another person or which is of sufficient magnitude to cause (or may cause) disruption of business at the Credit Union.
- Any act or actions disruptive to Credit Union operations or members/employees' sense of security.
- Prolonged presence upon Credit Union premises without any legitimate reason for such presence.

This list is not comprehensive and is used only as an illustration of types of behavior that may be viewed as "abusive and/or disruptive" by the Credit Union. Any other conduct which warrants termination or limitation of services in accordance with the membership agreement and disclosures governing any account or services may result in application of this Policy.

### **Electronic Banking Privileges End When Account Is Closed**

All of your electronic banking privileges will be terminated if your account is closed, except that you can view account activity, download statements and tax documents, and perform limited maintenance functions for at least 90 days after closure. If you're enrolled in online banking, refer to the Online Access Agreement for specific terms governing online access to your account.

### **Notice On Actions We May Take Upon Termination As Set Forth Above**

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. 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.

### **Joint Accounts Or Services**

If our application of the Credit Union's policies or the above remedies affects any accounts or services with multiple parties, we may require

the party to whom the restrictions or termination is applied be: (1) removed; (2) the account be closed and then a new account may be reopened absent the affected party; or (3) the restrictions may be applied to the account or service. The Credit Union has no obligation to provide any specific information regarding the basis for taking action under this section to any other owners or parties.

### **Joint Accounts Or Services**

We may require that all checking accounts and related services be closed or deactivated if you move your residence to a country or place outside the U.S., its possessions or territories. The Credit Union may close your checking account(s) and related services if you do not do so.

**Residence Outside the U.S., Its Possessions or Territories.** We may require that all checking accounts and related services be closed or deactivated if you move your residence to a country or place outside the U.S., its possessions or territories. The Credit Union may close your checking account(s) and related services if you do not do so.

### **Telephone Requests; Recording Data/ Communications and Consent to Communications from the Credit Union**

You agree that funds in any account(s) with us can be transferred, upon the telephone request of any signer on the account, to another account with us or to any other financial institution. Furthermore, we reserve the right to refuse to execute any telephone request or order. You consent that any communications with us or our affiliates may be monitored and recorded. When you access any services we offer/ provide including online and mobile banking to conduct transactions, the information you enter may also be recorded. By using any services you consent to such recording. By providing telephone number(s) to us, now or at any later time, you authorize us and our affiliates and designees to contact you regarding your account(s) with the Credit Union and its affiliates at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages.

### **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. Under this provision, you understand and agree that we may refuse any particular transaction, transaction type or request when we in good faith believe that the transaction or request may: (1) expose the Credit Union to a risk of loss; (2) involve a fraud or scam; (3) be illegal; or (4) otherwise not in the best interest of the Credit Union.

### **Electronic Records**

We do not typically keep the original paper documents (like deposit slips) associated with your account for a long time. We make copies of most of the documents that end up with us and destroy the paper originals. Electronic images is one type of media that is used, but as technology changes, there are and will be other copying techniques. You agree that such copies will be sufficient for all purposes. See

the section titled "Check 21" above. To facilitate check imaging and electronic check collection, it is important that you take care with the transactions you create on paper. When completing a check, you must: (1) write clearly; (2) use black or dark blue ink in the date, pay to, amount, and signature fields; (3) use only the space provided for your part of a transaction. (See the section on ENDORSEMENT STANDARDS herein or in your Mobile or Remote Deposit Capture Agreements.). You agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check, whether due to your failure to follow these guidelines or otherwise. You also agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check that you accepted and deposited as the payee. Certain fees as set forth in the Rate and Fee Schedule may also apply.

## **Collection Items**

We may accept certain items on a collection basis only. We route and process collection items separately from your other deposits. We will only credit your account for collection items after we receive payment for them. We may also receive items from other financial institutions on a collection only basis. Upon presentment of a collection item, we will follow the presenting institution's instructions and pay the item if funds are available in your account or otherwise pursuant to your agreements with us. We charge fees for processing collection items (sending and receiving) as set forth in the Schedule. The financial institution on which the collection item is drawn may also charge you fees. If the other financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your account. Fees may apply even if the collection item is returned unpaid.

## **Duty to Review Periodic Statements**

If the Credit Union provides a periodic statement for your account(s), you will receive a periodic statement from us, or notice of the availability of your statement describing all activity on your account(s) during the statement period as required by law. If you have a multiple party account, we are only required to provide one periodic statement to any of the account owners identified on the Account Card. If provided electronically, statements will be (1) e-mailed to you as an attachment; or (2) you will be sent a notice via e-mail that will direct you to a site where you may access your statement as otherwise agreed. E-mails from us will be sent to the e-mail address provided by any owner. Statements will be provided to the fiduciary upon any trust, custodial or other fiduciary or representative account; and the requirements of this paragraph will be binding on all parties in interest with regard to such accounts pursuant to such delivery. Contact us if you do not receive your regular statement. If you do not receive or have any problem accessing a periodic statement, you agree to notify us in writing within fourteen (14) days of the date that the statement is usually sent or made available by us. If you do not so notify us, you will be deemed to have received the statement for all purposes.

A. YOUR DUTY TO EXAMINE AND REPORT PROBLEMS: AS USED IN THIS SECTION, THE TERM "PROBLEM" MEANS ANY ERROR, ALTERATION, COUNTERFEIT CHECK, OR UNAUTHORIZED TRANSACTION (INCLUDING, BUT NOT LIMITED TO, FORGED OR MISSING SIGNATURES AND EXCLUDING CONSUMER ELECTRONIC BANKING TRANSACTIONS) RELATED TO YOUR ACCOUNT. BECAUSE YOU ARE IN THE BEST POSITION TO DISCOVER ANY PROBLEM,



YOU AGREE THAT IT IS YOUR DUTY TO PROMPTLY EXAMINE YOUR STATEMENT AND REPORT TO US ANY PROBLEM ON OR RELATED TO YOUR STATEMENT. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY PROBLEM THAT: (1) YOU DO NOT REPORT TO US IN WRITING WITHIN A REASONABLE TIME NOT TO EXCEED 30 CALENDAR DAYS AFTER WE MAIL THE STATEMENT (OR MAKE THE STATEMENT AVAILABLE) TO YOU; (2) RESULTS FROM A FORGERY, COUNTERFEIT OR ALTERATION SO CLEVER THAT A REASONABLE PERSON CANNOT DETECT IT (FOR EXAMPLE, UNAUTHORIZED CHECKS MADE WITH YOUR FACSIMILE OR OTHER MECHANICAL SIGNATURE DEVICE OR THAT LOOK TO AN AVERAGE PERSON AS IF THEY CONTAIN AN AUTHORIZED SIGNATURE); OR (3) AS OTHERWISE PROVIDED BY LAW OR REGULATION. YOU AGREE THAT THIS 30-DAY PERIOD TO EXAMINE YOUR STATEMENT AND REPORT PROBLEMS TO US ARE WITHOUT REGARD TO OUR LEVEL OF CARE OR THE COMMERCIAL REASONABLENESS OF OUR PRACTICES, AND WITHOUT REGARD TO WHETHER CANCELLED CHECKS ARE SUPPLIED TO YOU.

You agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. You may not start a legal action against us because of any problem unless: (a) you have given us the above notice and (b) the legal action begins within one year after we send or make your statement available to you. Actions we take when you report an unauthorized transaction: We investigate any reports of unauthorized activity on your account. After you submit a claim, we may require you to:

- Complete and return the claim form and any other documents we require, and
- Ask that you Notify law enforcement (if you do not do so, we may do so if we may incur any loss or damage associated with the claim).

We can reverse any credit made to your account resulting from a claim of unauthorized transaction or error.

Notwithstanding the foregoing, the time period for notifying us or making a claim under the Check 21 Act, with respect to a substitute check or an image of a substitute check that is sent with a statement or that appears on a statement, will be as set forth in the Check 21 Act.

## **"E-Mail" and Facsimile Communications**

You acknowledge and agree that the Internet is considered inherently insecure. Therefore, should you undertake to communicate with us via general email, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the e-mail address in your Membership Application and Signature Card, or any other application or written communication actually received by us. Any account owner, co-borrower, or authorized user may change the e-mail address for notices, statements or other information provided by us at any time.

The Credit Union may not immediately receive e-mail communications that you send. Although we may use general email as provided herein, we reserve the right to require any notices from you be submitted to us in writing; and we may refuse to send certain information through unsecured e-mail communications.

# 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. \$225 Available. (NOTE: July 1, 2025 this amount is \$275).** The first \$225/\$275 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. **(NOTE: July 1, 2025 this amount is \$6,725)**
- c. Up to five business-day hold for the first 30 days.

**iv. Deposits Exceeding \$5,525.** The Credit Union may apply this exception to aggregate deposits in multiple accounts that exceed \$5,525 in one day. **(NOTE: July 1, 2025 this amount is \$6,725)**

**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 or mobile device. 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 members.

**ix. Interactive Teller Machines ("ITMs"):** If you make a deposit at an ITM identified as ours with the Credit Union's name using the feature of video conferencing a live teller, your deposit will be handled the same as if it were present at a teller station in one of our branches. If you make a deposit without the video conferencing feature, the deposit shall be considered a deposit to an ATM (disclosures above).

**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:

- Statement that the Credit Union is holding the funds
- Reason for the hold
- Member's name and account number
- Date and amount of deposit
- Date the funds will be available
- 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:

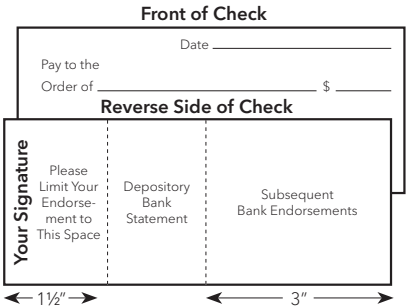
- Whenever new accounts are opened.
- Whenever original or substitute checks are provided with the periodic statement, and
- Whenever a member requests an original check or a copy of a check, and instead receives a substitute check. The disclosure in this instance will be provided no later than the time the member receives the substitute check.
- 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, ITM using video conferencing, 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 eight 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.

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.
- 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. "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 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 affected, you would have agreed to such modification or change.

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 and all notices 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 you will be required to enter your email address or phone number and change the document delivery preference to "All By Electronic"

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 you can click on the name of the statement to display.

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.

## **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 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.

## **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 (Consumer Accounts Only)

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. **The terms and conditions set forth in this agreement and in this section apply only to Consumer accounts used for Consumer purposes.** When you enroll in online or mobile banking or other services, we may provide you the additional agreements that govern the use of those services ("Online Services"). 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 payment orders and funds transfers governed by the Electronic Fund Transfer Act 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 designated 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 checking account credit purchases is \$1,500, credit purchases are not allowed from share account.
- 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 terminals or merchants, or payments using Online Banking may be restricted or not available.

- If your debit card is inactive (not used for any transactions) for six (6) months, it may be closed due to inactivity. To reactivate, a new card application may be required and a new card issued.
- You must be 16 years or older to obtain a debit card.
- 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 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 followed by your birth year 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/mobile device. 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 requests you may make in any one day.
- See Section 2 for transfer limitations that may apply to these transactions.
- **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. The daily limit for Bill Pay is \$19,999.99. Additionally, 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. However, per Regulation some accounts have limitations on certain transaction (See Section 2 for transfer limitations that may apply to these transactions). 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 online banking) 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 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 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.

When you have a disagreement with a merchant about a charge they made to your Debit Card, for example:

- You were charged more than once for the transaction.
- You were charged an incorrect amount.
- You returned the merchandise but did not receive credit.
- You did not receive proceeds or benefits from the merchandise /goods /services/tickets.
- The merchandise or service was damaged, defective, unsuitable, incorrect, or not as expected.
- You cancelled the order/service/reservation/subscription/ticket.
- You used another form of payment but did not receive credit.

Disputes are handled differently depending on the circumstances when the transaction occurred. When disputing a transaction, you must provide as much information as possible to determine the appropriate steps to take during our investigation (ACU may require information from the merchant to process a claim). All Debit Card transactions must be disputed within 90 days of the date on which the error appeared. Before initiating a claim, consider contacting the merchant first, as they may resolve your claim faster. Additionally, consider contacting the merchant directly if you are dissatisfied with an item you purchased or the service you received.

We can only accept disputes for posted transactions. Pending charges may change or drop off your account before they post (become permanent items in your transaction history). When transactions are "pending," you will see the word "Pending" next to the transaction on your account details page in Online Banking or the Mobile App. When a charge is "pending," it will not be listed in the dispute selection area. Once the transaction has posted to your account, it will be listed and available to dispute.

The time it takes to resolve your dispute depends on the type of dispute and the merchant. Allow up to 60 days for the merchant's initial response. While we work on this dispute on your behalf, there may be several responses between ACU and the merchant that can extend that time frame.

ACU does not issue provisional credits on disputed transactions. Credit is applied to your account if the dispute is approved by the merchant and funds are returned.

**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 preauthorized 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 following, as amended from time to time: the Credit Union's Bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Georgia. As permitted by applicable law, you agree that any legal action regarding this Agreement, with the exception of disputes covered by arbitration, shall be brought in the county in which the Credit Union is headquartered.

**14. Class Action Waiver.** No member or accountholder may maintain or pursue against the Credit Union a class action, class-wide arbitration, or private attorney general action. Nor shall any class action, class-wide arbitration, or private attorney general

**action be pursued by a member against the Credit Union in any arbitration or in any court proceeding, regardless of when the claim or cause of action arose or accrued, or when the allegations or facts underlying the claim or cause of action occurred.**

**15. 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.

## **Debit Rewards Offers License Agreement**

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

### **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 16 years of age



- Be enrolled in Online Banking
- Available one day after account opening if fully funded and funds available
- 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 (at least 7 days) 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 there from 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.