

1215 Veterans Memorial Parkway | Tuscaloosa, AL 35404 205.759.1595 | 800.225.0110 | www.alabamaone.org

# **MASTER ACCOUNT AGREEMENT**

## ALABAMA ONE CREDIT UNION MASTER ACCOUNT AGREEMENT

(Not Transferable as defined in 12 CFR Part 204)

**Definitions:** In this Agreement, the words "you" and "your" shall refer to each person signing on the applicable signature card. The terms "Credit Union", "we", "us" and "our" mean **ALABAMA ONE CREDIT UNION**. The term "Account" means all accounts provided hereunder. The term "Agreement" means this Master Account Agreement and the accompanying fee schedule and disclosures. The term "Signature Card" means the document you sign to establish accounts with us. The term "Item" means share drafts, deposit drafts, checks, drafts, or any other negotiable instruments. The term "Statement" means a periodic statement of account or items notifying you of activity in your account. The plural shall also mean the singular, the masculine shall mean the feminine and vice versa. The paragraph headings are for convenience only and do not form a part of this Agreement.

Agreement: By signing the Signature Card, you hereby make application for membership in the ALABAMA ONE CREDIT UNION and agree to conform to its bylaws and amendments thereof, copies of which can be made available to you, and to subscribe for at least one share. You agree that the agreements set forth herein contain the terms of the various types of accounts and services offered and shall govern your use of such Accounts and services. This agreement amends, replaces and supersedes any prior, conflicting agreements. You agree to keep us informed of your current address. All written notices to us shall become effective when actually received by us. Accounts are federally insured up to at least \$250,000 by the NCUA. You agree to hold harmless and indemnify the Credit Union, its employees and agents from and against any and all loss, claim or damages, including reasonable attorney's fees, which we may incur on your behalf, except as may be attributable to the Credit Union's lack of good faith or failure to exercise ordinary care. If any Account owner is indebted to the Credit Union such that the Credit Union has a lien against an Account of that owner, the Credit Union may enforce its rights against the funds in any Account in which you have ownership interest or the right to withdraw funds, regardless of who contributed the funds to the Account. We reserve the right, at any time, to require you to give up to 60 days written notice of an intention to withdraw the whole or any part of your Account. You agree the Credit Union shall not be responsible for any delay in performance hereunder resulting from events beyond our control. No delay in enforcement of our rights under this Agreement will result in any loss of our rights or relieve you of your obligations. If any provision of this Agreement is deemed invalid, the rest of this Agreement will remain in full force and effect. Our Board of Directors may amend these terms, conditions, rules and procedures from time to time. We will notify you of such changes as required by law. The changes will be effective on the date that the Board specifies or as otherwise required by law. The terms of this Agreement are not intended to affect our duty to act in good faith and with ordinary care when required by state or federal law.

**Share Requirements:** If your share balance falls below the par value of one share, you may be terminated from membership according to our rules and bylaws. You may not withdraw shares that are pledged as security on loans.

**Account Fees:** You agree to pay certain account fees in accordance with the Fee Schedule provided to you. You agree the Fee Schedule may be amended from time to time by our Board of Directors. The Fee Schedule and amendments are hereby incorporated as part of this Agreement.

Account Ownership: When more than one person signs the Signature Card, the Account created thereby will be jointly owned with the right of survivorship. If there are two or more remaining Account owners when one owner dies, the remaining owners will hold the Account as joint owners with the right of survivorship. You agree with each other and with us that all Account sums shall be subject to the withdrawal or receipt of any of you, and payment to any of you shall be valid. Any of you may pledge all or any part of your shares as collateral for any loan or loans with us, and such pledge shall survive after your death and shall be superior to the rights of any other Account owner.

#### **Checking Accounts**

The Credit Union offers Checking Accounts. The fees charged on this type of account vary. Please refer to the Dividend Rate and Fee Schedule to determine fees, minimum balance requirements and monthly service charges.

The Credit Union is under no obligation to pay any Item that contains a suspected forgery or alteration and, in such an event, we will incur no liability for any action regarding the nonpayment of any Item. You agree that in no event will the Credit Union be liable for damages for the dishonor of any Item as long as we act in good faith and exercise ordinary care, regardless of whether you have a balance in your Account sufficient to pay any Item that we fail to pay. The Credit Union will not be liable for any loss resulting from any reasonable delay in sending notice to you that the Item has been returned uncollected.

The Credit Union is not liable to you if the Credit Union pays an Item containing an alteration or a forged or unauthorized signature. The Credit Union will process checks drafts, items and other orders by electronic means and smaller items will not be examined physically. You agree and acknowledge that the Credit Union has exercised ordinary care and will not examine items and is not liable or responsible for any lack of effective signatures, endorsements, alterations or other matters which might have been discovered by an actual physical examination of an item.

You will be sent a periodic statement that will indicate all transactions and activity on the Account during the statement period. Such statement will be mailed to your last known address as shown on the Credit Union's record. You agree that the statement is sufficient to allow you to reasonably identify the Items without indicating the payee of any Item. You have a duty to examine the statement and discover any Items containing unauthorized signatures or alterations. If you discover any Items on the statement that differ from your records, you must promptly notify the Credit Union. Failure to notify the Credit Union within a reasonable time frame, not exceeding 30 days, after your statement is made available or mailed will prevent you from recovering on the Item. The Credit Union will not be liable for Items forged or altered in a manner not detectable by the Credit Union through reasonable means, including, but not limited to, forgery or alteration resulting from the unauthorized use of a facsimile signature machine.

You understand that your original Items will not be returned to you. You are responsible for examining each statement and, if you request them, copies of Items, and reporting any irregularities to the Credit Union. For a fee, the Credit Union shall give you a copy of any paid Item charged to this Account upon receiving a written request from you. You agree that the availability of obtaining a copy of a paid Item, upon request made to the Credit Union, constitutes a reasonable manner in which the Credit Union may make available paid Items. We may charge this Account for this service in accordance with the fee schedule established by our Board of Directors. You agree that the Credit Union's retention of Items does not alter or waive your responsibility to examine your statements or alter the time limits for notifying the Credit Union of any forgery, alternation, errors or objections.

In the event we pay an Item drawn on this Account, we may charge this Account the amount of such Item, even if the Item is presented more than six (6) months after its date.

If an Item is presented for payment and the amount of such Item exceeds the fully paid and collected share balance in this Account, we may assess this Account a charge (to be established from time to time by our Board of Directors) for the presentment of such Item regardless of whether or not the Item is paid.

You agree the Credit Union shall not be responsible for the acts or omissions of any other party selected in connection with this Account or the condition of any Item, draft or other Item handled under this account subject to the Credit Union's duty to exercise ordinary care.

#### **Payment Order of Checks**

Checks, drafts, transactions and other items may not be processed in the order that you make them or in the order that we receive them (with the exception of ATM and one-time debit card transactions). We may, at out sole discretion, pay a check, draft or item, and execute other transactions on your Account in any order we choose. The order in which we process checks, drafts and other items may affect the total amount of overdraft fees that you may be charged.

Payable on Death Accounts: A Payable on Death (POD) Account is an instruction to the Credit Union that an Account so designated is payable to the owner(s) during the account owners' lifetimes, and upon the death of the last account owner, such POD account is payable to any named and surviving POD beneficiary designated on your Account Card. Accounts payable to more than one surviving POD beneficiary are owned jointly by such beneficiaries with rights of survivorship, not tenants in the entirety or tenants in common and the account will be divided equally among the remaining beneficiaries. Any POD designation must be unequivocal. Furthermore, any POD designation will apply to any and all subaccounts to which that account card/signature card is directed. Notwithstanding the foregoing, any POD designation will not apply to Individual Retirement accounts (IRAs), which shall be governed by a separate POD beneficiary designation. The Credit Union shall at no time have any obligation whatsoever to notify any POD beneficiary of the existence of any Account or the vesting of the POD beneficiary's interest in any Account, unless required by law. Upon the death of the last surviving owner, payment to any beneficiary shall be valid and discharge us from any liability for such payment.

The death of an account owner shall not affect the validity of any statutory or consensual liens created prior to the death of the account owner(s). The Primary Account Owner may change any or all POD beneficiaries at any time. Any POD beneficiary so removed shall have no interest, rights or privileges in and to the account or assets thereof. To be binding on the Credit Union, such revocation must be in writing and accepted by us. With a Multiple Owner Account, in the event the Primary Account Owner predeceases two or more Joint Owners, the POD beneficiary designation of the Primary Account Owner shall continue in effect until and unless all remaining Joint Owners remove and/or designate a new POD beneficiary. Any such termination or modification must be in writing and accepted by us.

**Uniform Transfers to Minor Accounts:** Shares in an Account hereunder may be issued in the name of a custodian for the benefit of a minor under the Uniform Transfers to Minors Act. We are hereby authorized to act without further inquiry in accordance with writings bearing the custodian's signature. The terms of this account contract hereby are deemed to include the provisions of said statute of this state, as it may be amended. Any appointment of a successor custodian shall take effect in the event of the resignation, death or legal incapacity of the original custodian. Upon such occurrence, we will deliver said account, together with a copy of the instrument of designation, into the custody of the successor custodian named; and we, upon our receipt of actual or written notice of such event, are directed to make such delivery. Any payment by us to the custodian, successor custodian or to the named minor (upon receiving reasonable information indicating minor is at least 21 years old) shall relieve the Credit Union from any and all liability resulting from, in relation to

or created by this Account or any action or inaction relating thereto.

Actions by Legal Representatives: We are authorized to recognize the authority of any attorney-in-fact, guardian, custodian, trustee or agent legally appointed by you or by a court of competent jurisdiction for the transaction of business on your accounts. In so doing, we will have no duty to inquire as to the use or purpose of any transaction by any legal appointee. We are not required to honor the appointment of an attorney-in-fact. In order to honor the appointment of an attorney-in-fact, we may require such person to indemnify us for any loss, claims or damages arising from our reliance on the appointment of the attorney-in-fact.

**Deposits**: If any Item deposited in an Account is returned unpaid, each of you is jointly liable to the Credit Union for the amount of the returned item and any charges, regardless of who deposited the Item or benefited from the transaction. We shall not be obligated to notify you that an Item has been dishonored or not otherwise collected, and shall reverse the credit of the Item. We will not be responsible for recognizing any conditions of payment contained on an Item deposited to or drawn on an Account, including, but not limited to, restrictive indorsements or postdated Items. If you make a deposit or payment at an unstaffed depository, you agree that the correct amount in the event of discrepancy between a written receipt or deposit slip will be the amount that we find in the envelope used to make the transaction. You will be entitled to credit only for the actual deposit as determined by us. All transactions received after 5:15 PM or on a day we are not open for business will be treated as if received on the next business day we are open.

**Endorsements:** Each of you appoint the other Account Owner(s) your attorney-in-fact with power to deposit funds and for that purpose to indorse any Item payable to any Account owner. You authorize us to supply any endorsement for you on an Item tendered for your Account. You agree to indemnify us from any loss due to an indorsement or other writing being placed on an Item in an incorrect manner or place before it is accepted for deposit by us.

**Direct Deposits:** We may offer direct deposit options allowing you to pre-authorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or transfers from your Accounts with us. You must authorize any such deposits or transfers by a separate authorization form. If you wish to cancel the direct deposit or pre-authorized transfer option, you must notify the Credit Union at least 30 days prior to the next scheduled date for any direct deposit or pre-authorized transfer. If you fail to cancel any direct deposit authorization upon a filing of bankruptcy, you agree that we may make and apply direct deposits in accordance with your authorization on file with us. If, in connection with a direct deposit plan, we deposit any amount in your Account by mistake, you authorize us to deduct the amount from your Account without prior notice and at any time.

Electronic Storage of Documentation and Electronic Signatures: You agree that it is unnecessary for the Credit Union to retain the original of any document. You agree that the electronically stored image of any document is the original of that document, and that any document provided to you is a copy of that document. You agree that the Credit Union may rely upon an electronic version of your signature. You will use your electronic signature to establish your identity and sign documents and forms. You are solely responsible for protecting your electronic signature and agree to the State of Alabama's adoption of the Uniform Electronic Transaction Act, as amended.

Account Services Termination: Account services including a debit card access, online banking, shared service centers, remote deposit capture, and mobile banking, are available to those members in good standing with the Credit Union. We reserve the right to freeze or suspend services to a member who is not in good standing, which includes members that have: (a) a delinquent loan; (b) a primary Share Account balance below the \$25.00 minimum; (c) an unresolved deposited returned check; (d) any unpaid and uncollected fees; or (e) a negative account balance.

Account Termination: We reserve the right to require written consent of all Account Owner(s) before terminating an Account. In the event of a dispute over the ownership of the funds in the Account, you authorize us to interplead the funds into a court of competent jurisdiction for a determination of ownership. You authorize us to deduct our costs and expenses involved in filing the interpleader, including attorney's fees, from the account funds and to file the remaining sum with the court. As long as we act in a manner consistent with good faith in the exercise of ordinary care we may refuse to honor any request to close your account. If we do agree to close your Account, you agree to indemnify and hold us harmless for the amount of any loss resulting from closing your Account. We have the right to terminate an Account and all of our liability hereunder by mailing a check or draft for the balance of this Account to the address of any one of you. You agree that at our option we may suspend your rights to member services if you violate the terms of this agreement.

Termination of Account: The Credit Union may terminate your Account at any time without notice to you or may close your Account or apply for a new account if: (1) there is a change in Owners or authorized signer; (2) there has been a forgery or fraud reported or committed involving your Account; (3) there is a dispute as to the ownership of the funds in the Account; (4) any share drafts are lost or stolen; (5) if there are excessive returned unpaid Items not covered by an overdraft protection plan; (6) if there has been any misrepresentations or any other abuse of any of your Accounts; (7) if the Credit Union reasonably deems it necessary to prevent a loss to the Credit Union; or (8) if the Credit Union believes such termination to be in the best interests of the Credit Union. You may terminate any single party account at any time by notifying the Credit Union in writing. The Credit Union reserves the right to require the consent of all Multiple Account Owners for the termination of a Multiple Owner Account. As long

as we act in a manner consistent with good faith and the exercise of ordinary care, we may refuse to honor any request to close your Account. The Credit Union is not responsible for payment of any Checking Account withdrawal, or other Item after your Account is terminated; however, if the Credit Union pays an Item after termination, you agree to reimburse the Credit Union for the payment. We have the right to terminate any Account and to terminate all of our liability hereunder by mailing a check or draft for the balance of this Account to the address on file for any Account Owner. In the event of a dispute over the ownership of the Account, you authorize us to file legal action, including an interpleader, for a determination of ownership. You authorize us to deduct our costs and expenses involved in filing the legal action, including attorney's fees, from the Account funds and to file the remaining sum with the court.

**Termination of Membership:** You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union. These reasons include failure to pay amounts that are owed to the Credit Union of whatever nature or description; or causing the Credit Union to suffer a loss; or engaging in conduct that constitutes harassment or inappropriate behavior such as physical or verbal abuse of Credit Union members, staff, officers, directors, agents, or volunteers; or engaging in inappropriate conduct (including without limitation the collection or dissemination of confidential member information); or abusing membership privileges or violating the membership agreement; or unjustifiably exposing the Credit Union to liability or expense. The Board of Directors may by majority vote of a quorum of the Directors vote to expel a member. If you are expelled, you will be notified in writing by the Credit Union of that fact and have the right to file a written appeal to the Board to reconsider the expulsion. You may voluntarily terminate your membership at the Credit Union after giving notice of your intent to withdraw from membership and withdrawing all funds on deposit as legally required of the Credit Union.

**Christmas Club Account**: You authorize us to disburse to you, by the method you select on the Account Disclosure, during the month of November each year for the balance in the Christmas Club Account as of the 31<sup>st</sup> day of October of each respective year. If you withdraw any funds from this Account prior to the declaration of dividends, you will forfeit all dividends not yet credited on the amount withdrawn. Only one emergency withdrawal is allowed each year. A second withdrawal in the year will result in closure of this account and any remaining balance will be transferred to your Share Account.

Berenstain Bears Financial Literacy Program Cub Account: Except for the minimum balance requirement, this account will be subject to the same terms as the share account.

Share Certificate Accounts: Nothing in this Agreement shall be construed so as to make the Certificate account a demand deposit, and we reserve the right to require at least seven days written notice of an intention to withdraw any funds represented by this Certificate account. This notice time may be increased according to our Bylaws or under applicable laws. You will receive a receipt for the funds deposited into the Certificate Account you establish with us. The receipt is merely evidence of your Certificate account with us and is non-negotiable and non-transferable. Each Certificate shall be automatically renewed for successive periods, each equal to the original term of the Certificate, until it is presented for payment on any Maturity Date, or until we give written notice of our election to call the Certificate for payment on any Maturity Date by mailing notice of such intention to you at least ten days prior to such Maturity Date. In the event we either receive or give notice of an intention not to renew the Certificate and the receipt is not presented for payment on any Maturity Date, we may, at our option, either transfer all funds represented by the Certificate to any regular share account or other account of yours, or pay all funds represented by the Certificate directly to you. You may request us to pay the funds in a Certificate Account within ten days after any Maturity Date without penalty. If we pay any or all of the funds in a Certificate Account before any Maturity Date, you shall forfeit the lesser of the disclosed early payment penalty or all dividends earned since the issuance date or the date of any successive renewal period. If dividends previously paid exceed dividends payable under this penalty provision, the excess shall be deducted from the amount requested to be withdrawn. All earnings credited to this Certificate Account may be withdrawn at any time without penalty. Certificates may not be pledged, transferred or assigned to any party other than this Credit Union.

Share Draft Accounts: We are under no obligation to pay any check and are authorized to refuse to pay any check without any reason for such refusal. You agree that in no event will the Credit Union be liable for damages for the dishonor of any Item as long as we act in good faith and exercise ordinary care, regardless of whether you have a balance in your Account sufficient to pay any Item which we fail to pay. In the event we pay an Item drawn on this Account, we may charge this Account the amount of such Item, even if the Item is presented more than six months after its date. You will be sent a Statement of all transactions and activity on the Account during the Statement period. Such Statement will be mailed to your last known address. You have a duty to examine the Statement and discover any Items containing unauthorized or missing signatures or alterations. If you make a check payable to multiple payees, you consent to the Credit Union paying the check regardless of the number of indorsements unless you notify the Credit Union separately that the check requires multiple indorsements. If you discover any Items on the Statement which differ from your records, you must promptly notify the Credit Union. Failure to notify the Credit Union within a reasonable time, not exceeding 60 days after the Statement date, will prevent you from recovering on the Item. The Credit Union will not be liable for Items forged or altered in a manner not detectable by the Credit Union through reasonable means, including, but not limited to, forgery or alteration resulting from the unauthorized use of a facsimile signature machine. You understand that your original drafts will not be returned to you. You agree that the Credit Union's retention of checks does not alter or waive your responsibility to examine your Statements or alter the time limits for notifying the Credit Union of any forgery, alteration, errors or other objections. Upon receiving a written request from you, we may give you a copy of any paid check charged to this Account. You agree that the availability of obtaining a copy of a paid Item, upon request made to the Credit Union, constitutes a reasonable manner

in which the Credit Union makes available paid Items.

Overdraft Protection: Checks which exceed the fully paid and collected balance in the Checking Account will not be paid unless you have established overdraft privileges for your Checking Account. To establish overdraft privileges, you must either authorize us to transfer funds from other accounts that you own (i.e., share account) or you must apply for an overdraft protection line of credit. If your loan is approved, the terms of the loan agreement will govern our treatment of overdrafts. However, no loan advance will be made if the payments on your overdraft protection loan are delinquent.

**Stop Payments:** You may request stop payment on Items drawn on your Account. The Credit Union shall honor a stop payment order when it has a reasonable time (which shall not be less than 1 business day) to honor the request. A stop payment order must be in writing, and shall remain in force for 6 months unless terminated by the person who gave the stop payment order. You agree that unless you give the correct Account number, Item amount, and Item number, the Credit Union assumes no responsibility for stopping payment. If the Credit Union credits your Account after paying an Item over a valid and timely stop payment order, you agree to assist the Credit Union if it takes legal action upon the Item. You agree to hold harmless and indemnify the Credit Union against all claims, costs, attorney's fees, damages and other expenses or losses which may be incurred by the Credit Union, its employees or agents on account of a stop payment order. You do not have the right to stop payment on a cashier's check, certified funds, or any Item issued by the Credit Union.

**Money Market Accounts:** You shall be permitted to establish a Money Market Account according to the terms of this section and other applicable provisions contained in this Agreement. You authorize us to honor your withdrawals and transfer requests and pay deposit drafts signed by you and to charge all such payments against the funds in your Money Market Account.

**Funds Availability:** Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. At that time, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:15 PM on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:15 PM or on a day we are not open, we will consider that the deposit was made on the next business day we are open. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the seventh business day after the day of your deposit. However, the first \$200 of your deposit will be available on the first business day after we receive your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for an even longer period under the following circumstances:

- We believe a check you deposited will not be paid;
- You deposit checks totaling more than \$5,000 on any one day;
- You deposit a check that has been returned unpaid;
- · You have overdrawn your account repeatedly in the last six months; or
- There is an emergency, such as failure of communications or computer equipment.

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

If you are a new member, the following special rules will apply during the first 30 days your account is open. The first \$5,000 from a deposit of U.S. Treasury checks will be available on the first business day after the day of your deposit. The excess over \$5,000 will be available on the eleventh business day after the day of your deposit. Funds from wire transfers into your account will be available on the first business day after the day we receive the transfer. Funds from deposits of cash and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. The excess over \$5,000 will be available on the eleventh business day after the day of your deposit. If you do not make the deposit in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

Wire Transfers: The following terms shall apply to all wire transfers of funds (as defined by Federal Regulation J and Article 4A of the Uniform Commercial Code as set out in the <u>Code of Alabama</u> (1975), as amended) to or from any of the member's accounts at the Credit Union. To the extent, the terms contained in this Agreement are different than those in any other agreement or terms of accounts, this Agreement shall control and be deemed to modify such other agreements or terms of accounts. If you request a wire transfer to be made or if a wire transfer is made to your account, the Federal Reserve Board's Fedwire may be used. Regulation J governs all Fedwire transfers and, therefore, determines the rights and liabilities of the parties of the transfer. All ACH payments are provisional. We may give you credit before we receive final settlement of the wire transfer. If we do not receive payment for the provisional credit granted, we may charge

back to you any provisional credit that we have given. In that event, you authorize us to take such sum from any account in which you have an ownership interest or the right to withdraw. Notice of a wire transfer from or receipt of a wire transfer into your account will be made by us on your regular periodic statement for the affected account. We are not obligated to provide you with next day notification of transfers to your account. You may, of course, inquire between periodic statements regarding transfers. You agree to examine the periodic statement within 14 days after the statement is mailed and immediately notify us of any discrepancy or error. If you fail to notify us within 14 days after the statement is mailed, you shall discharge and relieve us from any liability of claims, demands or expenses (including attorney's fees) in connection with such discrepancy or error.

All wire transfers will be made according to our security procedure. The security procedure is intended to verify that an order is authorized and detect errors in the transmission or content of the payment order. As a part of the security procedure, you will be asked to provide us with your birthdate, social security number, address, and password. This procedure will also apply to any amendment or cancellation of a payment order. A payment order, verified by the security procedure is effective as your order, whether or not the order is in fact authorized by you. We may give you notice of a change in the security procedures. In this event, we shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree in writing to an alternate security procedure.

If a beneficiary of a wire transfer is identified by name, identifying number or account number, payments made to the beneficiary may be made on the basis of that identifying number or account number even if the number identifies a person different than the named beneficiary. We will not be responsible for the amount of a transfer paid by means of a designated identification number or account number even if it goes to the wrong beneficiary. If a payment order identifies an intermediary or beneficiary's financial institution only by identifying number or account number, we may rely on that number as being the proper identification of the intermediary or beneficiary's financial institution. If a payment order identifies an intermediary party or beneficiary's financial institution by both name and an identifying number and the name and number identify different financial institutions, we and any receiving financial institution may rely on the identifying number as the proper identification of the intermediary party or beneficiary's financial institution. You agree to indemnify us for any loss or expense that results from our reliance on an incorrect identifying number or account number. We are authorized to take the amount of such loss or expense from any Account in which you have an ownership interest or the right to withdraw. Any rate of interest which we may be obliged to pay as a penalty under Regulation J or Article 4A shall be equal to the dividend rate paid on the account from which the wire transfer should have occurred or to which the proceeds of the fund transfer were or should have been deposited, whichever is lower. Our liability is limited to the payment of this interest. You agree that under no circumstances will we be liable for any indirect, incidental, consequential, remote or special losses or damages, including attorney's fees and costs. Our cut-off time for wire transfer requests is 3:00 PM.

#### **Set Off; Security Interest**

You may not withdraw shares or deposits that are collateral for loans without written approval of an authorized representative, except to the extent that such shares exceed what you owe to us or which you are contingently liable to us. Our failure to assert any security interest, lien and/or right to setoff shall not be a waiver to assert any such right in the future. All accounts are not assignable and nontransferable to third parties, unless otherwise agreed to by us in writing.

You agree to and grant as security for all obligations you have with us, except obligations secured by your principal residence, all of the funds in any account, now or in the future, in which you have an ownership interest or the right to withdraw funds without regard to any statutory presumption regarding ownership, without the requirement that the debt be owed by such Account Owner, and regardless of who contributed the funds to the Account. To the extent you owe the Credit Union money as a borrower, guarantor, and endorser or otherwise, including amounts owed because of incurred fees, the Credit Union has a statutory lien, and by this document a consensual lien, on any or all of the funds in any account, now or in the future, in which you have an ownership interest or the right to withdraw funds without regard to any statutory presumption regarding ownership, without the requirement that the debt be owed by such Account Owner, and regardless of who contributed the funds to the Account. The Credit Union may enforce this lien, by freezing account funds or otherwise, without any further notice and prior or subsequent to a default, even if an overdraft, dishonor, or interest penalty results. The Credit Union will not enforce the right to setoff is prohibited by law, including the Military Lending Act.

Arbitration: Any controversy or claim arising out of or relating to this Agreement and/or Account shall be settled by binding arbitration, unless otherwise prohibited by statute or regulation. You further agree that any such arbitration shall take place in Tuscaloosa County, Alabama. Judgment upon any award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall determine the prevailing party, and the costs and expenses of the arbitration proceeding, including the arbitrator's fees, shall be borne by the non-prevailing party, unless otherwise required by law. No provision of this Agreement, nor the exercise of any right under this agreement, shall waive the arbitration requirement or limit the right of the Credit Union to: (1) obtain provisional or ancillary remedies, such as injunctive relief, writ of attachment, or protective order from a court having jurisdiction before, during, or after the pendency of any arbitration, (2) exercise self-help remedies, such as set-off; (3) evict, foreclose against or sell any real or personal property collateral by the exercise of a power of sale under a mortgage or other security agreement or instrument, a deed of trust, or applicable law; (4) exercise any other rights under this agreement upon the breach of any term or condition herein; or, (5) to proceed with collection of the Account through all other legal methods, including, but not limited to, proceeding in court to obtain judgment. Any and all arbitration under this contract will take place on an individual basis; class arbitrations and class actions are not permitted. YOU FURTHER AGREE THAT YOU ARE WAIVING THE RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION.

<u>Fair and Accurate Transactions Act Notice</u>: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Unlawful Internet Gambling Enforcement Act (UIGEA) Notice: This notice is to inform you that transactions that are restricted under the Unlawful Internet Gambling Enforcement Act (UIGEA) are prohibited and should not be processed through your account at the Credit Union knowingly transmit a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made." The Credit Union understands that online state lotteries, horse racing and fantasy football are not considered illegal under the statute. We have the right to refuse a transaction which we reasonably believe involve internet gambling or illegal activity.

Identification and Authorization to Obtain Information: To help the government fight the funding of terrorism and money laundering activities, and to protect you against Identity Theft, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your legal name; mailing and physical residential address; date of birth; your social security number or other government identification number; and other information that will allow us to identify you. You must tell us when this information changes. We will require you provide us your current driver's license or other government issued identifying documents. We may require one or more forms of unexpired photo identification. We may validate the information you provide to us to ensure we have a reasonable assurance of your identity. We may contact you for additional information. If your account is funded before we verify your information, you may not have access to your funds. If we are not able to verify your identity to our satisfaction, we will not open your account or we may close the account if it was previously funded. You must notify us of any name, address or other information changes. We may require you provide such changes in writing to us. If we attempt to locate you, we may impose a fee as disclosed in the Fee Schedule or other applicable agreement.

Electronic Fund Transfers: The following terms and conditions will govern all electronic fund transfers initiated by you or anyone else you have given access to your accounts, whether by telephone through the Tellerline®, automated teller machine, ACH network or any other electronic means. You agree to be responsible for all unauthorized Electronic Funds Transfers made from your accounts subject to limitations contained in applicable Federal law. You agree that any Debit Cards issued to you remain our property and may not be transferred or assigned to anyone. Upon our request, you agree to return your Debit Card to us. We may terminate access to electronic fund transfers or cancel your access devices at any time. Upon such termination, we shall give you notice of termination. The devices may not be used after we cancel them or after they have expired. If we do cancel, you agree to send back your Card to us. Access to electronic fund transfers may be terminated by you by giving a written notice to us and returning the Card to us. Termination of the access shall not affect the liability you incurred prior to termination. You agree to pay the current charges shown on the Fee Schedule and any future charges that may be approved by our Board of Directors for the use of electronic fund transfers. You authorize us to take any such fees from any Account in which you have an ownership interest or the right to withdraw. We believe that the various means of access to electronic fund transfers will prove to be reliable. However, certain means may not operate properly at all times. We, therefore, may not promise that our systems will always be available for your use. You promise not to attempt to make a transfer when a system tells you or other circumstances give you a reason to believe that the system is closed or is not operating properly due to a technical malfunction or is otherwise unable to make the transfer you desire. You agree that if we notice that your accounts are being used more frequently than usual, or are having larger amounts withdrawn than are usually withdrawn, we may try to contact you to verify that the access to the electronic fund transfers has not fallen into the hands of an unauthorized user. If we do not reach you, we may, in order to attempt avoidance against possible losses, choose to invalidate your access device the next time it is used. If we do, in fact, invalidate the access device, it may be revalidated. Contact us for the particulars involved in revalidating the device. However, you understand that we have no obligation to keep up with how the account is usually used or to notify you if we notice unusual activity. To initiate transactions via a Debit Card or telephone response system, you must have a personal identification number (PIN). You agree not to tell the PIN to anyone, not to write the PIN on your Card or do anything else that would cause the Card or PIN to fall into the wrong hands. You agree that we are not responsible for providing security guards or other security measures at various ATM terminals. If you make a transfer, deposit or payment at a terminal, you agree that the correct amount in the event of discrepancy between a written receipt or deposit slip will be the amount that we find in the envelope used to make the transaction. You agree that each transaction completed during normal credit union business hours will be posted immediately to your account; transactions received after normal credit union business hours will be posted the next regular credit union business day. You further agree that credit to Accounts for non-cash Items will be conditional until we can collect the Item. If we cannot collect the amount of a non-cash Item, that amount will be deducted from your Account. You agree that the electronic fund transfer system shall be used only for the type of transfers and to access only to the Accounts that we in advance have approved. If through some error the Card permits you to withdraw funds from an account that you should not be allowed to use, we may charge the amount involved to an account that you can use. Except as changed by this Agreement, electronic fund transfers made by use of the Card and PIN are subject to the rules and agreements contained in your account agreement, signature card and other account rules and regulations for your accounts and this Agreement is made part of those rules and regulations. If we are forced to institute suit against you as a result of a breach by you in this Agreement or as a result of an overdraft, you agree to pay reasonable attorneys' fees plus other costs if the amount of the debt exceeds \$300.00. This Agreement and all transactions under this Agreement will be governed by Alabama law and applicable Federal law.

The Credit Union provides protection to members for electronic transfers by encrypting all data transfers and relying upon your User ID, Password, and Authentication to verify the transaction. The Credit Union's effort to secure electronic banking does not secure the internet or transaction of information on the internet.

The Credit Union does not provide a member any protection for electronic transfers that occur via a third party website or portal. The Credit Union does not provide protection for email transfers or data transfers utilizing your personal computer. The Credit Union shall not be liable for any loss, harm, or fraud resulting from the introduction of a computer virus, worm, or other malicious code in your computer or access device.

#### Electronic Fund Transfers Disclosure Statement

Your Access Device and Electronic Fund Transfers: YOU CANNOT TRANSFER MONEY INTO OR OUT OF YOUR ACCOUNT UNTIL WE HAVE VALIDATED YOUR USE OF OUR ELECTRONIC FUND TRANSFER SYSTEM. To validate your Debit card and obtain a personal identification number (PIN), you need to call the 800-telephone number provided to you when you receive your Debit card in the mail. When you validate your Debit card and PIN, the system will accept the use of your access devices.

**Account Access**: The following types of transactions may be made with your accounts:

- Preauthorized deposits made directly from other persons into your Account
- Preauthorized transfers made directly to other persons from your Account
- You may have preauthorized charges paid from your share or share draft account

**Electronic Teller**: Your PIN may be used with any TouchTone® telephone to allow you to initiate any of the following transactions, provided the accounts have been authorized for use. You may make:

- Transfers from Share to Share Draft Account
- Transfers from Share Draft to Share Account
- Transfers from Share Account to Loan
- Transfers from Share Draft Account to Loan

**Debit Cards**: Your Debit Card may be used to access your Share Draft Account to purchase goods, pay for services, get cash from a merchant, if the merchant permits, or from a participating financial institution up to your available balance. Your Debit card may also be used at any ALABAMA ONE CREDIT UNION ATM location. Additional networks may be added at some later date. You will be notified of any additions by us. When used with your PIN, the Debit card will allow you to initiate any of the following transactions, provided the accounts have been authorized for use. You may make:

- Deposits to Share Account
- Deposits to Share Draft Account
- · Cash Withdrawals from Share Account
- Cash Withdrawals from Share Draft Account
- Transfers from Share to Share Draft Account
- · Transfers from Share Draft to Share Account
- Transfers from Share Account to Loan
- Transfers from Share Draft Account to Loan
- · Payments to Loan

Home Branch On-Line Banking: If we approve the on-line electronic/PC access service ("Home Branch") for your accounts, you agree to comply with and be bound by the terms and conditions provided to you in the On-Line Banking Service Agreement/Application and Regulation E Disclosure Statement. The Credit Union recommends its Business and Commercial members perform a risk assessment and review its electronic/online account controls and passwords periodically.

**Electronic Check Conversions**: Your check can result in an electronic funds transfer. Authorization of this type transfer may be expressed in writing or implied through the posting of a sign. These transfers can happen when: 1) You purchase goods or pay for services and authorize a merchant or service provider to convert your check into an electronic funds transfer: 2) At the time you offer a check 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 is returned for insufficient funds. Paying such a fee electronically is an electronic funds transfer.

**Limitation on Frequency of Transfers**: For security reasons, there are limits on the number of transfers you can make using our systems.

**Limitation on Dollar Amounts of Transfers**: For security reasons, there are limits on the dollar amount of transfers you can make using our systems.

Summary of Your Liability for Unauthorized Transfers: Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Accounts (plus your maximum overdraft line of credit and open-end credit). If you tell us within two business days, you can lose no more than \$50.00 if someone used your Card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card

or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (205) 759-1595 or write to us at ALABAMA ONE CREDIT UNION, 1215 VETERANS MEMORIAL PARKWAY, TUSCALOOSA, ALABAMA 35404.

**Service Charges**: A list of the fees and charges which are applicable to your electronic fund transfers is disclosed on the accompanying Fee Schedule. In addition, each Account affected by the transaction use will be subject to the regular service charge imposed for that specified Account as set forth in the Fee Schedule.

**Summary of Your Right to Receive Documentation of Transfers**: You can get a receipt at the time you make any transfer to or from your Account using an ATM/Point-of-Sale terminal. If you have arranged to have direct deposits made to your account at least once every sixty days from the same person or company, you can call us at (205) 759-1595 or (800) 225-0110 to find out whether or not the deposit has been made. You will get a monthly account statement (unless there are no transfers in a particular month). In any case you will get a statement at least quarterly.

**Summary of Your Right to Stop Payments:** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call us at (205) 759-1595, or write us at 1215 VETERANS MEMORIAL PARKWAY, TUSCALOOSA, ALABAMA 35404 in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require that you put your request in writing and get it to us within 14 days after you call. Please refer to our Fee Schedule for stop payment charges. If these regular payments may vary in amount, the person you are going to pay will tell you ten 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). If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Summary of our Liability for Failure to Make Transfers**: If we do not complete a transfer to or from your account on time or in correct amount according to our agreement with you, we will be liable for your losses for damages as required by Federal law. However, there are some exceptions. We will not be liable for, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer;
- If the transfer would go over the credit limit on a loan;
- If the ATM terminal where you are making the transfer does not have enough cash;
- If the ATM terminal or system was not working properly, and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- If the funds in your account are subject to a court order or other restriction preventing the transfer; and
- There may be other exceptions stated in our agreement with you.

Disclosure of Account Information to Third Parties: We will disclose information to third parties about your account or transfers you made:

- When it is necessary to complete the transfers:
- In order to verify the existence and conditions of your account for a third party such as a credit bureau or merchant;
- In order to comply with a government agency or court orders; or
- If you give us written permission.

**Summary of our Error Resolution Procedure:** In case of errors or questions about your electronic transfers, telephone us at (205) 759-1595 or write us at ALABAMA ONE CREDIT UNION, 1215 VETERANS MEMORIAL PARKWAY, TUSCALOOSA, ALABAMA 35404, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared. Your inquiry must include:

- Your name and Account number:
- A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need more information;
- The dollar amount of the suspected error; and
- Date of occurrence.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days (20 business days if the transfer involved a point-of-sale transaction) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days (20 business days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) 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 recredit your account. If we decide 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.

We will never contact you on an unsolicited basis to request any information concerning your electronic credentials including your User ID, Password, or Authentication. If you are suspicious of any account activity or experience a member information security related event, or you believe that your User ID, Password, or Authentication has been lost or stolen, please contact the Credit Union at (205) 759-1595 or write us at ALABAMA ONE CREDIT UNION, 1215 VETERANS MEMORIAL PARKWAY, TUSCALOOSA, ALABAMA 35404 immediately

#### Fee Schedule

**Fees and Charges:** Below is the Fee Schedule which sets forth certain conditions, rates, fees and charges applicable to your accounts. This schedule is incorporated into your Master Account Agreement with the Credit Union.

Business Checking Account Fees  • Charter One \$15.00 per month if greater than 25 tra	.•
• Charter One \$15.00 per month if greater than 25 tra	. •
• Charter One \$15.00 per month if greater than 25 tra	nsactions
• Community One \$0.00	
• Relationship One \$0.00	
Cashier's Checks - Member \$5.00 per item	
Cashier's Checks – Non-Member \$10.00 per item	
Check Copies \$2.00 per item	
Coin Machine Fee 4% if greater than \$100.00	
Counter Check Fee \$3.00 per sheet – free at account openi	ng
Early Share Account Closure Fee \$10.00	
Escheating Fee \$25.00	
Excessive Withdrawal / Transfer Fee \$5.00 per withdrawal, transfer, or payr	nent in
excess of 8 per billing cycle	
Facsimile Service Charge – Local \$2.00 first page / \$0.50 each additional	page
Facsimile Service Charge – Long Distance \$5.00 first page / \$1.00 each additional	page
Gift Card Fee \$3.00 per card	
Home Branch Bill Pay \$0.50 per bill pay – 15 free per billing	cycle
Inactive Account Fee \$10.00 per month	
Invalid Address / Return Mail Fee \$10.00 per month	
Money Order Fee \$1.50 per item	
Mortgage Subordination Fee \$125.00	
Non-Member VISA Advance Fee 3% of advance	
Non-Member Check Cashing Fee 1% if greater than \$500.00	
Non-Sufficient Funds Fee \$35.00 per item	
Notary Fee - Member \$5.00 per page - 2 pages free - \$25 ma	aximum
Notary Fee – Non-Member \$25.00	
Overdraft Transfer Fee \$5.00 per transfer	
Replacement Plastic Card Fee \$5.00 per card – 1 free per billing cycle	e
Returned Item Fee \$25.00 per item	
Safe Deposit Box Late Fee \$10.00	
Statement Copy Fee \$1.00 per page – no charge if over age	65
Stop Payment Fee \$30.00 per item	
Wire Transfer – Incoming \$10.00 per transfer	
Wire Transfer – International \$50.00 per transfer	
Wire Transfer – Outgoing \$15.00 per transfer	

## **FACTS**

WHAT DOES ALABAMA ONE 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 of the sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

## What?

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

- Social Security Number and income
- account balances and payment history
- account transactions and checking account information
- credit history and credit scores

When you are *no longer* our member, we continue to share your information as described in this notice.

### How?

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

Reasons we can share your information	Does the Credit Union share?	Can you limit this sharing?
For our everyday business purposes – Such as to process transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes – To offer our product and services to you	YES	NO
For joint marketing with other financial companies	YES	NO
For our affiliates' everyday business purposes – information about your transactions and experiences	NO	We don't share
For our affiliates' everyday business purposes – information about your credit worthiness	NO	We don't share
For nonaffiliates to market to you	NO	We don't share

Questions?

Call (205) 759-1595

## Page 2

Who we are		
Who is providing this notice?	Alabama One Credit Union	
What we do		
How does Alabama One 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 Alabama One Credit Union collect my personal information?	We collect your personal information, for example, when you  open an account or deposit money pay your bills or apply for a loan use your credit or debit card	
Why can't I limit sharing?	Sharing for affiliates everyday business purposes – information about your creditworthiness     Affiliates from using your information to market you     Sharing for nonaffiliates to market you  State laws and individual companies may give you additional rights limit sharing.	
Definitions		
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  • Alabama One Credit Union has no affiliates.	
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  • Alabama One Credit Union has no non-affiliates.	
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.  Our joint marketing partners include CUNA Mutual	