

THE SOUTHERN CREDIT UNION MEMBERSHIP AGREEMENT AND DISCLOSURES

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Notice to Members: The laws and regulations governing the financial services we provide are complex. To insure your understanding of our relationship with you, we provide this detailed agreement which explains both your responsibilities and ours. Please read this document carefully, and feel free to ask any questions regarding these terms and conditions. Be sure to read paragraph 24 and related provisions to ensure you understand the pledge of shares to the Credit Union.

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: EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THIS ARBITRATION PROVISION SUBSTANTIALLY LIMITS YOUR RIGHT TO BRING A LEGAL ACTION IN A JUDICIAL FORUM (EXCEPT FOR MATTERS THAT MAY BE BROUGHT IN SMALL CLAIMS COURT AS SET FORTH IN THIS AGREEMENT. PLEASE READ THIS SECTION CAREFULLY. THE PARTIES WILL NOT HAVE A RIGHT TO HAVE A JUDGE OR JURY DECIDE ANY CLAIM OR DISPUTE; AND THE ABILITY TO APPEAL IS LIMITED IN AN ARBITRATED MATTER HEREUNDER. ANY DISPUTES WILL BE DECIDED BY A NEUTRAL ARBITRATOR. FURTHER, NEITHER PARTY NOR ANYONE ON THEIR BEHALF CAN PURSUE ANY CLAIM OR DISPUTE IN ANY CLASS OR REPRESENTATIVE CAPACITY. IT IS THE INTENT OF THE PARTIES HERETO TO PROVIDE A FUNDAMENTALLY FAIR AND LESS COSTLY FORUM TO ADDRESS ANY DISPUTES BETWEEN THE PARTIES; AND THE PARTIES SPECIFICALLY AGREE TO THIS ALTERNATIVE METHOD OF DISPUTE RESOLUTION AS AN INTEGRAL PART OF THE RELATIONSHIP BETWEEN THE PARTIES. SEE PARAGRAPH 45 OF THE MEMBERSHIP SECTION FOR COMPLETE DETAILS.

INTRODUCTION

This Booklet and the Rate and Fee Schedule ("Schedule") explain the rules which govern your account(s) and account services with us. Please read this Booklet and the Schedule carefully and keep them in a safe and convenient place.

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 Schedule, as amended from time to time.**

MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT -- GENERAL TERMS AND CONDITIONS

- 1. Terms, Conditions and Limitations of Your Relationship with the Credit Union:** The following terms govern our relationship with you. All Credit Union services are further governed by the terms and conditions set forth in any future agreements and/or disclosures together with the Credit Union's Bylaws, Policies and Procedures, which are herein collectively referred to as "Agreement". This Agreement governs all services whether opened now or in the future. This Agreement may be amended or revised by us at any time, and any change in the Agreement shall be immediately effective unless otherwise specifically required by applicable law. This Agreement is binding upon the account owner and all parties hereto together with their heirs, successors, assigns and any other person claiming any right or interest under or through said parties. You agree at all times that you will comply with all Applicable Laws. "Applicable Laws" shall include: "(i) Visa U.S.A. Inc. Bylaws, Visa U.S.A. Inc. Operating Regulations, Visa U.S.A. Inc. Certificate of Incorporation, Visa International Bylaws, and Visa International Operating Regulations; (ii) NACHA's (The National Automated Clearing House Association) Operating Rules; (iii) the Operating Regulations of any network through whom you initiate or process any transaction(s); and (iv) any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, any state thereof, or of any applicable foreign government or state thereof, as the same may be amended and in effect from time to time; and you agree that such Applicable Law shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement. The Credit Union is not in any way limited in the use of the name of any person or entity that

claims trademark, copyright or other such status regarding a name in the ordinary course of Credit Union business, in providing any services we may offer; or in using such name in any other manner authorized by our agreements or applicable laws. **Personal / Commercial:** You agree that all accounts and services will be for personal, family and household purposes. If we in our discretion ascertain other use such as commercial we may require the account(s)/services(s) be closed or converted to business. **Disabilities:** We will accommodate reasonable requests to assist members with disabilities. In order to do so you agree to notify us of any disability and/or accommodation requests. You will notify us regarding any service providers you wish to use; and you will provide us with information to allow us to identify the service providers.

2. **General Definitions:** In this Booklet the words "you" or "your(s)" mean everyone that signs any Account Card or is authorized to make Transactions regarding your account(s) as provided herein or by governing law, including any account service(s). "Credit Union," "We," "us," or "our" means the Credit Union providing this Agreement to you. "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, smart-phone or other hardware used to make or process a transaction.

"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 authorize anyone to use your access device(s), 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, 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.

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

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

Owner" means the person(s) who have a present ownership interest in the sums on deposit in the multiple party (joint) accounts with the Credit Union, subject to the Credit Union's lien rights or any security interest. A person is not an "owner" unless specifically

designated as such in a completed and signed Membership Application and Signature Card.

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

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.

All instructions to us in any manner shall be given in English; and any instructions given shall be given using simple numerical methods (e.g. to request one hundred dollars you will use: “\$100”, “100.00”, or the English equivalent: “One Hundred Dollars.”) We are not obligated to follow any other instructions.

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

5. **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); and to report the Credit Union's findings of such investigation to all owners and/or users.

6. **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, 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 the 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.

7. **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.

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.

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.

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.

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 given to 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-presentation), 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.

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.

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).

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.

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 was 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 not 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).

8. **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.
 - a. **Payment Order of Your Transactions:** To assist you in handling your account(s) with us, we are providing you with the following information regarding how we process the items that you authorize. When processing items drawn on your account, our policy is to pay them as we receive them. We commonly receive 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 check number, lowest to highest; ACH items in each presentment file post credits first, then debits paid by dollar amount, lowest to highest, and generally we will receive up to four ACH presentment files per day; ATM/POS items are paid in the order they are presented. Items performed in person such as withdrawals or checks cashed at one of our locations or a shared branch, are generally paid at the time they are performed. **Why this is Important to You:** The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Our payment policy may cause your larger, and perhaps more important, items to not be paid first (such as your rent or mortgage payment), but may reduce the amount of overdraft or NSF fees you have to pay if funds are not available to pay all of the items. If an item is presented without sufficient funds in your account to pay it, we 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. We encourage 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.

- b. **Restrictions on Withdrawals from All Accounts.:** 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; or (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due. 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 if any person should instruct the Credit Union to make a large cash withdrawal (the definition of which shall be within the Credit Union’s sole discretion) in lieu of other methods of transferring funds offered by the Credit Union, the Member hereby releases the Credit Union from any and all liability, claims and demands whatsoever which arise from or in any way relate to the Member’s possession of any large sums of cash from the moment possession of same is made available to the Member; and Member will execute and deliver any further releases the Credit Union may require in connection with any such withdrawal. Alternate Provision: 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.
- c. **Transaction Limitations for All Share Savings Accounts:** Pursuant to Federal Regulation D, during any calendar month, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized, automatic, telephonic, home banking, or audio response transfer or instruction. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received through ACH. Any minimum withdrawal requirements are set forth in the Schedule. If you exceed the transfer limitations set forth above in any statement period, we may reverse or refuse to make the transfer, and your account may be subject to closure by the Credit Union and a fee as stated in the Schedule, If payment is made directly to the depositor, you may make an unlimited number of withdrawals from these accounts in person, by mail, at an ATM, or by telephone if the withdrawal is mailed to you in a check. There is also no limit on the number of transfers you may make to any loan account(s) with us.

- d. **Transaction Limitations for All Money Market/Money Management Accounts:** Pursuant to Federal Regulation D, during any calendar month, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized, automatic, telephonic, home banking, or audio response transfer or instruction. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received through ACH. Withdrawals may be made directly to the deposit, in person, by mail, at an ATM or by telephone, providing the total number of withdrawals (including those designated as Regulation D withdrawals), does not exceed six (6) in a single calendar month. If you exceed the transfer limitations set forth above in any statement period, we may reverse or refuse to make the transfer, and your account may be subject to an excessive withdrawal fee as stated in the Schedule and closure by the Credit Union. Any minimum withdrawal requirements are set forth in the Schedule.
- e. **Excessive Transactions:** Transfers/withdrawals in excess of the transfer/withdrawal limitations described above may be subject to a fee as set forth in the Schedule. For accounts in which activity continues to violate these limits after we notify you of activity exceeding the limits, Regulation D requires that either the account be closed or that the funds be transferred to a transaction account that the depositor is eligible to maintain.
- f. **Term Share Certificates:** Any 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.
- g. **Checking Accounts:** The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. Providers of check forms we approve are set forth in the Schedule. We also reserve the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. If we accept a check or other item not on a form approved by us, you will be responsible for any loss by us in handling the item. We 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. 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. We 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. You agree that we do 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. Check Copies: you understand that when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. We have 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 we 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 Schedule for each requested item and /or for research as applicable.

- h. **Non-Member Check Cashing:** You agree that we may impose a fee as set forth in the Schedule on the payee or other holder of a check or other item drawn against your account(s) that is presented for payment over the counter (in-person or otherwise) at the Credit Union rather than being deposited in an account at another institution and presented for payment through the check collection system. Alternately, we may, in our discretion, limit the locations at which we will cash checks written on your Account payable to non-Credit Union account holders (A request that Credit Union cash the check at any other location is not a proper presentment of the check by your specific agreement.) Payees may deposit the checks that you give them into their own account(s) with us in order to receive payment without a fee.
- i. **Telephone Transfers:** A transfer of funds from one of your accounts to another of your accounts at the Credit Union may be made by telephonic instructions given by the same persons and under the same conditions that a written transfer request could be made. You agree that the Credit Union may rely upon the apparent authority of a person that is able to provide the Credit Union with the information we require to initiate a transaction by telephone.
- j. **Checks you Request from the Credit Union:** If you request any check be issued by the Credit Union pursuant to any means we make available, then all such checks are payable to the first named owner of the account, record owner, trustee, custodian, or as otherwise indicated on your account card with us and will be mailed to the address of record.
- k. **Temporary Holds and Authorizations for Amounts in Excess of Transactions:** To facilitate certain electronic transactions you make we may place temporary holds on funds in your accounts. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions. Therefore, it is your obligation to insure that sufficient funds are on deposit at all times to cover the transactions you make – including the amount that may be subject to these holds. Pursuant to the processing networks rules a merchant (hotel, car rental company, retailer, etc.) may obtain authorization for up to 3 times the total estimated amount of your actual hotel stay, car rental or purchase. This is deemed to be an “authorized amount” by you and the authorized amount will not be available via your account until after your bill is finally settled with

such merchant(s), which can cause an insufficient funds situation in your account(s). Even if your bill is satisfied with another form of payment, the merchant/retailer may continue to hold the funds as originally authorized by you for these time periods. In order to avoid problems associated with these holds and authorizations, **we recommend you not use your debit/check card when checking in at hotels or renting cars (which are the primary source of such holds/authorizations).**

1. **Restrictions Required by Applicable Laws:** We will block, limit or otherwise restrict certain accounts or transactions when we believe in good faith that certain laws including but not limited to the Bank Secrecy Act, USA Patriot Act and Office of Foreign Assets Control Act require us to do so.

9. **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 only 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.

10. **Account Rates and Fees:** Fees applicable to all accounts and account services are set forth in the Schedule. We may transfer from any of your account(s) any charges or costs in connection with the operation and maintenance of account(s) as stated in this Agreement or the Schedule. You agree that we may change the Schedule at any time upon proper notice as required by law.

11. **Authorized Signature:** We will not be liable for refusing any order or item if we believe in good faith that the signature on any order or item is not genuine. We are authorized to honor any Transactions initiated by a third person if you provide your access device or other information to a third person. Also, you authorize the use of stamp/facsimile signatures or electronic signature; 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 or other facsimile signature.

12. **Account Access:**
 - a. **Authorized User(s).** All withdrawals, transfers and transactions made by any person to whom you have at any time provided authority or the means to access your accounts or other services shall be deemed authorized by you, and the Credit Union will not have

any responsibility or liability whatsoever for such withdrawals, transfers or other transactions.

- b. **Access to Account Information.** You agree that all owners, borrowers and authorized users, may have access to all of the information you provide to us, or which we gather and maintain regarding our relationships with you; and that they may provide authority to others. This includes, but is not limited to information regarding transactions, account history, your loan relationships with us, and other information relating to or arising with regard to any of your accounts, loans or other services with us. Further, you understand that we utilize a consolidated statement for your accounts, account services, loans and all other services with us. You understand and agree that we are authorized to send jointly and/or provide to any individual owner or borrower a statement that includes all of the information on the consolidated statement even though all parties receiving the statement may not be owners or borrowers as to all of the accounts or services addressed in the statement. If you provide us with an email address(es) you consent that we may send any communications using that email address; and it shall be solely your responsibility to ensure access is limited to those persons you approve of; and your failure to limit access shall be deemed your consent to any such access.

- 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.

13. **Powers of Attorney:** The Credit Union may allow a third person acting as your attorney-in-fact to make transactions regarding your account(s), pursuant to a Power of Attorney, but has 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 transfers. Further, you agree to reimburse the Credit Union for all costs and expenses, including attorneys' fees we incur and agree to indemnify us for any loss of other expense we incur from our acceptance of your Power of Attorney.

- 14. Overdraft and Overdraft Protection Plan:** An overdraft occurs when you make or authorize any transaction that exceeds the balance in any account with us that you access by check, electronically, or otherwise that we pay or if we impose a fee that exceeds the balance in your account(s) ("Overdraft"). Unless you have an approved overdraft protection agreement with us, you agree not to cause any Overdraft on any of your accounts with us. If we decide not to pay an overdraft the transaction shall result in an insufficient funds transaction (and "NSF"). The Credit Union, in its sole discretion, may pay any Overdraft via a courtesy overdraft program or otherwise on a case-by-case basis, but has no obligation to do so, or to continue to do so. We may impose a fee as set forth in the Schedule for any Overdraft or any NSF. You agree to pay to us promptly the amount of the Overdraft as applicable together with the fee pursuant to the Credit Union's policies. The Credit Union has no obligation to notify you of any Overdraft, any NSF, or charge that creates a negative funds balance in your account(s). You agree that the Credit Union may also in its sole discretion utilize any funds in any of your accounts to pay any overdrafts as defined herein or to pay any other debts that you owe as a result of any authorized acts. Funds may be applied from any account in which you have a beneficial interest; and may include funds regardless of the source including but not limited to deposits of funds representing the payment of Social Security, Veterans benefits, or any other funds that may be subject to limitations under federal or state laws. Any application of funds hereunder shall be deemed a voluntary transfer that you have authorized. Further, you agree that any overdraft protection plans you have now or in the future are intended to cover and be utilized for any such matter addressed herein caused by or arising from the actions of any owner or authorized users. ATM and one-time debit card transactions require member opt-in using the methods we require in order for the Credit Union to exercise its discretion under this provision to pay these particular transaction types. You may apply for and receive the benefits of a specific agreement for overdraft protection. If approved by us, you agree the terms of any such agreement(s) shall also apply.
- 15. Postdated and Stale Dated Drafts:** 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 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.**

- 16. 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 an indefinite period of time. Alternately, the Credit Union, in its sole discretion, may confirm any 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 an indefinite period of time. You acknowledge and agree that an indefinite SPO may affect future transactions, and agree to be fully and solely responsible and liable for any such SPO that you order. For instance, if you use your checks through Check Number 9999, you may re-order checks that start over at the number of the first item you drafted. Thus, you may have written Check Number 101 on which you placed an SPO ten years previous. When you re-order new checks after using them through Number 9999, the series starts over and in the tenth year of your account the indefinite SPO will also apply to the old check number 101 as well as the new check also numbered 101 that is written this year. It is solely your obligation to release the SPO or to take steps not to re-use a check number or other transaction data that is the subject of any SPO in order to avoid application of your SPO to all checks that bear the same number as described herein, or other transaction types that may be subject to such an SPO.

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) through inadvertence, oversight or accident, we honor any postdated check; (3) if you fail to provide us with complete or accurate information; (4) 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. 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.

Cashiers 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 after the date issued.

- 17. Legal Process and Other Adverse Claims:** 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.
- 18. 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. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before re-crediting your account and you agree to fully cooperate in such investigation. Within 30 days of the date of mailing, you agree to complete and return an affidavit of forgery on the form we provide you along with any other information we may request. You further agree to file a police report if we request. If you refuse to sign such an affidavit or fail to return the affidavit and other requested documentation within 30 days of the date we mail it to you, you agree that we may consider the matter resolved and reverse any provisional credit provided. At our sole discretion, we may, but are not obligated to, provisionally credit your account during the investigation for all or a portion of the amount claimed. Any provisional credit to your account may be reversed if you fail to fully cooperate in our investigation or, if as a result of our investigation, we determine that the charge to your account was proper. You agree to pay any fees assessed or accrued against your account during the investigation or that may arise upon reversal of any provisional credit.

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.

B. FIDUCIARY ACCOUNTS: 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.

19. **Change of Name or 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 Agreement or the Schedule**; or (2) via facsimile at 770-460-3238 or (3) via email using 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/or (2) discontinue sending any statements, notices or other items to you until verifiable information is provided to correct any deficiency under this provision.
20. **Inactive or Dormant 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 Rate and Fee Schedule for processing your dormant account ("Abandoned Property / Dormancy Processing Fee"). 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.
21. **Termination of Account(s) and Service(s):** You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services or your liability on outstanding items or Transactions. You further agree that we can terminate your membership, any account or service for cause based on any of the circumstances defined in this Agreement; without

notice or further action. We, in our sole discretion, may terminate, limit or restrict, or change the terms, as we in our sole discretion deem appropriate, any of your account(s) or service(s), including but not limited to loan services, or place a freeze on any sums on deposit with us at any time without notice or require you to close your account(s)/service(s) and apply for a new account(s)/service(s) if:

- (1) there is a request to change the owners or authorized users;
- (2) there is a fraud/forgery or unauthorized use committed or reported;
- (3) there is a dispute as to ownership of any account or sum on deposit;
- (4) there are any 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 as provided in this Agreement;
- (13) you have an account that does not maintain a required par value for a membership account or any balance as to all other accounts; or
- (14) you violate any Credit Union policy, procedure or standard or any law, regulation or rule.

We, on our own accord, may place a stop payment on any share draft, item or Transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for termination. Club accounts may be terminated if deposits are not made within certain time periods in successive periods. We are not responsible for any draft, withdrawal, item or Transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us upon demand.

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.

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

Par Value Requirement: If your membership account balance falls below the required par value for membership, then your membership may be terminated by us pursuant to the Credit Union's

Bylaws. Upon termination, the Credit Union may charge a fee as set forth in the Schedule.

22. Suspension of Services and Expulsion: We in our sole discretion may suspend all services, including credit services, and joint membership to any member who causes a loss to the Credit Union. In addition, any member who violates stated standards of behavior as defined in the Credit Union's Suspension of Service and Expulsion Policy toward any staff member of TSCU shall have all services suspended. Members may also be restricted from physical access to the Credit Union's facilities/grounds and limited to conducting business through the telephone, mail and other electronic avenues of communication. The suspension of services under said policy shall not affect a Member's right to or relieve them of the responsibility of (a) maintaining a regular share account with the ability to deposit cash into or withdraw cash from account; (b) suspension of services shall not relieve the member from the incurred loss to the Credit Union or the making of payments on any other loan agreements in place; (c) voting at annual and special meetings. Members whose services have been suspended as a result of causing a loss to the Credit Union shall be subject to expulsion from membership, pursuant to 12 U.S.C. 1764(a). In addition to the expulsion authorized by the foregoing, it is the policy of the Credit Union that a member may be expelled from membership by a majority vote of the Board of Directors, pursuant to 12 U.S.C. 1764(b), based on the member's non-participation in the affairs of the Credit Union. Withdrawal or expulsion of a member under this policy shall not operate to relieve the member from liability to the Credit Union.

23. Death of Account Owner: We may continue to honor all Transactions on your account(s) until we receive actual notice of your death. After receiving actual notice, we may honor all Transactions you authorized for a period of ten (10) days, unless we are ordered not to do so by a person claiming an interest in your account(s). We can require any person claiming the funds in your account(s) to indemnify us for any losses we may incur as a result of honoring their order. Upon the death of an individual account holder, all funds on deposit shall be paid according to the express instructions in the Account Card (i.e., Payable on Death Beneficiary). If no express beneficiary(ies) is provided, survives the death of the last owner, or can be located via the information provided to the Credit Union by the owners, then all funds on deposit will be paid to the estate of the account holder. If there is no estate, then the Credit Union may, but has no obligation to do so, pay the funds to any heir, who will be solely responsible for any further distribution of said funds. The Credit Union may require documentation satisfactory to it be provided regarding any right, claim or fact regarding any matter related or arising from the payment of funds hereunder. The Credit Union will have no further obligation or responsibility and you agree that we shall have no liability to you, your estate or any heir, successor or assign relating to the distribution of such funds pursuant to this Agreement. The payment of any funds is subject to our lien or other security interest;

and all debts you owe to the Credit Union will be paid from the funds in your accounts before any payment is made. In case of the death of a joint account owner, the deposits will be subject to additional provisions of this Agreement.

24. 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.

- 25. 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.
- 26. 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.

- 27. Telephone Requests; Recording 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 phone call with us may be monitored or recorded by us or our affiliates. 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.
- 28. Information About Your Accounts and About You:** We will only disclose information to third parties about your account(s) or about you as permitted in this Agreement; as permitted by any applicable laws; or when we are attempting to collect an obligation owed to us.
- 29. Right to Refuse Instructions/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.
- 30. Miscellaneous:** In this Agreement, Further, this Agreement or any claim or dispute arising hereunder shall be construed in accordance with and governed by the Laws of the State set forth in the Schedule, which law together with specifically applicable federal laws govern this Agreement. Our web site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices noted in the Schedule. While you may choose to access our web site and electronic services from other locations, we make no representation that any information, materials, or functions included in our web site or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations. Section headings in this Agreement are for convenience of reference only. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any Transaction or series of Transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any owner, user or other applicable person/party; or to enforce any of our rights with respect to other Transactions. Any such waiver shall not modify the terms and conditions of this Agreement.

- 31. Amendments and Changes:** Changes to any account or account service requested by any member or account owner can only be made with the express consent of the Credit Union. The Credit Union, in its sole discretion, may change any term or condition of this Agreement, including the method for determining dividends, at any time without notice except as expressly required by applicable law, and any change in the Agreement shall be effective at the earliest time allowed by applicable law.
- 32. Member Organization or Business Accounts:** Accounts held in the name of a member, organization, or association for business purposes are subject to the same terms set forth in the Agreement and the following additional rules. The account owners agree to inform us of the persons authorized to transact business on behalf of the business or organization in a resolution acceptable to us. The parties identified in the resolution will be authorized to contract and otherwise act on behalf of the entity identified. We may rely on the resolution, as applicable and corresponding Account Card until such time as we are informed of changes in a written document signed by any owner, officer or director of the organization that is actually delivered and received by us. We may require that third party checks payable to an organization not be cashed, and be deposited to a business account. Further, if a resolution or Account Card identifies the member/owner as an organization of any type; or if the Credit Union determines that any account is used for any business or organizational purpose, such account is deemed to be a “business account” and may be subject to additional fees or other requirements.
- 33. 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.

- 34. Payable on Death Designations:** Payable on Death ("POD") accounts are governed by your agreements with the Credit Union and applicable state law. A POD account instructs us that the designated account is payable to the owner(s) during their lifetimes, and upon death of the last account owner, is payable to the beneficiary(ies) designated by your Account Card; and pursuant to applicable laws. Either owner, during their lifetime, may change any designated beneficiary by written direction to us. If any beneficiary is not of legal age at the time the account(s) are to be paid to beneficiaries hereunder, then said amounts will be paid to the legal guardian of such beneficiaries or as otherwise allowed by applicable law. If all named POD beneficiaries pre-decease the owner(s) the applicable funds shall be paid to the estate of the last surviving owner.
- 35. Uniform Gifts to Minors Act and/or Uniform Transfer to Minor Act ("UGMA/UTMA"):** 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.
- 36. Minors Accounts:** As a joint owner, we may make payments of funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any right to access the account other than in a custodial capacity. We have no duty to inquire about the use or purpose of any transaction by the minor, parent or guardian or any account owner. We will not change the account status when the minor reaches the age of majority, unless a change is authorized in writing by all account owners.
- 37. Custodial and Other Fiduciary Accounts:** The Credit Union may open other accounts pursuant to a court order or to facilitate your request for a trust, custodial, probate or other acceptable purposes. We make no representations and give no advice concerning any such accounts and may refuse to open any account or refuse to follow any instruction that may expose us to any expense or liability. Any individual acting as an agent, guardian, personal representative, trustee, custodian, or in some other fiduciary capacity must be designated to us as such on the Signature Card, as well as any other documentation we may require. We are authorized to follow the directions of any such agent/fiduciary until we receive written notice that the agency is terminated and have had a reasonable time to act

upon the notice. Further, you specifically agree that we are not liable for the misapplication of funds by your agent/fiduciary.

- 38. Representative Payee Accounts:** The representative payee agrees to be bound by the terms of the Account Agreements and to furnish us, upon request, a copy of the written SSA authorization designating the representative payee and such other documents and authorizations as we may deem necessary or appropriate. In opening a representative payee account, the Credit Union acts only as a depository for the Beneficiary's SSA or SSI funds, and is under no obligation to act as a fiduciary or to inquire as to the powers or duties of the representative payee.
- 39. Products/Services Offered By Third Parties/Affiliates:** Any financial, investment, warranty, credit insurance or other products or services ("products") which are provided by third parties or any affiliates are not products of the Credit Union. If the purchase of same is facilitated by or through Credit Union financing; such is merely a convenience to the borrower(s) and in no way creates any contractual or other relationship between the borrower(s) and the Credit Union with regard to any such products. Any rights, obligations or claims with regard to such products shall be solely and exclusively by and between the party providing such products as may be set forth in any applicable contracts, agreements or otherwise, and the Credit Union shall have no obligations, responsibilities, duties, or liabilities whatsoever regarding same.
- 40. Club Accounts:** The Credit Union offers club plan account(s) to help you save for Christmas, vacations or other purposes. At the end of the club account period, you authorize the Credit Union to pay the balance in your account by depositing the balance into any account designated by you, or but such other means set forth in the Schedule. If paid electronically, this payment is deemed a pre-authorized transfer. If you withdraw funds during a period, we may require you to withdraw the entire balance and not allow additional deposits until the following club period. Club periods may be changed by the Credit Union from time to time. Since we plan to make a single withdrawal transaction at the end of a club period, we may charge a transaction fee for any additional withdrawal request as set forth in the Schedule. There is no penalty for any withdrawal during the first seven (7) days after your account is opened. We presently offer the Club accounts pursuant to the terms set forth in the Schedule.
- 41. Electronic Records:** You acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. We will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be

secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.

- 42. 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.
- 43. “E-Mail” and Facsimile Communications:** You acknowledge and agree that the Internet is considered inherently insecure. Therefore, 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 statements or other information from us at any time. The Credit Union may not immediately receive e-mail communications that you send. If you provide us with an email address(es) in your Membership Card or other documents you consent that we may use that email address to communicate with you regarding your accounts, loans, services or other matters including notices we may otherwise send via regular mail. 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. You expressly consent and agree to us, our agents or any parties we authorize sending and your receiving any communications hereunder by facsimile or other electronic methods including any offers for Credit Union, affiliate or third party services and/or products.

44. Liability; Disputes and Costs and/or Fees:

<p>General Limitations on Credit Union Liability: We are not liable to you for any Loss caused by an event that is beyond our reasonable control including if circumstances beyond our reasonable control prevent us or delay us in performing our obligations with regard to any transaction, including acting on a payment order, crediting any funds transfer to your Account(s), processing an Item or crediting your Account(s). Circumstances beyond our reasonable control include, but are not limited to: a natural disaster; adverse weather conditions; acts of God; acts of terrorism; emergency conditions</p>

including any risk of loss to the Credit Union; a legal constraint or governmental action or inaction; strike or stoppage of labor; power failure; the breakdown or failure of our equipment for any reason; the breakdown of any communication or transmission facilities, any mail or courier service; suspension of payments by another party; or any matter resulting in whole or part from your act, omission, negligence or fault.

If your account is subject any legal or governmental action (“action”) we may pay out funds from your account according to that action or alternatively place a hold on the funds in the account until the matter is resolved. Unless otherwise prohibited, all such actions are secondary to our security interest and statutory lien rights as set forth herein. You understand and agree that you will be charged a research fee for any time spent by our employees (or any affiliated person or organization) addressing: 1) any legal, regulatory or governmental action initiated by any person and/or private or government organization against you or your accounts or for information concerning you or the accounts; or 2) any claim made by you for any transaction that is determined to be authorized.

If you or any representative or purported representative submits to us any instructions or requests (“instruction”) based on a legal document including but not limited to a Power of Attorney, Court Order, Appointment or Trust you agree we may not honor such instruction until such time as we are satisfied of the legality and/or authenticity of the instruction.

If there is a dispute between any person(s) and/or private or government organization over an accounts, or we are uncertain who is entitled to access an account or the funds in an account (“disputes”), you agree that we may hold the funds in the account and may not release the funds in the account until all persons or organizations that may claim an interest in the accounts/funds agree in a writing that meets our requirements addressing what should be done with the accounts and/or the funds; or until we receive a court order instructing us what to do. You understand and agree that such a hold is beneficial to both you and us to ensure that only persons who or organizations that are entitled to access the account and/or the funds in the account obtains access thereto.

To protect your and our interests with any “claim,” “dispute,” or “instruction” if we need to seek legal or other professional advice to review or assess any actions or other claims that affect your accounts; or to bring any legal action to protect the rights addressed in this Agreement, you agree to pay all costs and expenses, including reasonable attorney fees and court costs, incurred by us. You further agree that all such costs and expenses may be deducted from your accounts, and that you will be responsible for any additional amount owed according to the terms of this Agreement. Alternatively, in the event of a dispute or uncertainty over who is entitled to access an accounts or the funds in an account, at our discretion we may deposit the funds in an account with a court and ask the court to resolve the dispute or uncertainty over who is entitled to the funds. In such

instances, we may deduct our attorney fees and court costs from the funds in the account to be deposited with the court.

You will make all third persons including but not limited to attorneys in fact; representative payees; and trustees that he or she are liable to us for any and all obligations incurred by any actions dealing with the account; and you and they 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 third person.

- 45. Mandatory Arbitration of Disputes and Claims:** Arbitration is a method of deciding disputes outside the court system. The parties agree and understand that they choose arbitration instead of litigation to resolve all claims and disputes not specifically excluded. This provision governs when and how any disputes you and we may have will be decided. Unless specifically prohibited by applicable law all disputes, claims, damages, choses in action, claims for injunctive relief or controversies arising from or relating in any way to the agreements, relationships, accounts, loans, or security agreements between you and us; the relationships which result or arise as a result of this Agreement; any rights, privileges or services you receive from us now or in the future; any claims or disputes arising in or ancillary to any bankruptcy or other insolvency proceeding; or the validity of this clause (together referred to collectively as Agreement), shall be resolved by binding arbitration by a single arbitrator chosen with the mutual consent of both parties. The arbitrator must be an attorney with more than ten (10) years experience or a retired judge. If for any reason the parties do not consent to an arbitrator within thirty (30) days from the date that notice of a claim or intent to arbitrate is provided to the other party, then an arbitrator will be selected pursuant to the Rules of the American Arbitration Association ("AAA"). This arbitration Agreement is made pursuant to a transaction in Interstate Commerce, and shall be governed by the Federal Arbitration Act ("FAA") at 9 USC 1, et seq., as amended from time to time. It is understood and agreed that your Credit Plan Agreement(s), your Accounts, all transactions on your Accounts, and any dispute defined herein shall involve Interstate Commerce. If any dispute between us does not involve Interstate Commerce, such dispute shall be governed by the Arbitration Act for the State set forth in this Membership Agreement., as amended from time to time, in which case all references to the FAA herein shall be to said State Act. **If the State has no Arbitration Act, then the parties will be governed by the Rules of the American Arbitration Act in any matter not involving interstate commerce:** The parties agree and understand that the arbitrator shall have all power provided by the law and this Agreement to make and enter findings of fact and determination of judgment based on the parties Agreements and applicable law, including but not limited to the rights of possession, off-set, property rights, money damages, declaratory relief, and injunctive relief. No arbitrator shall have the jurisdiction or authority

to add to, take from, nullify or modify any of the terms of the Agreement. The arbitrator shall be bound by the facts and evidence submitted to him. Arbitration will be subject to the rules of procedure and evidence consistent with the Rules of the American Arbitration Association, and the Arbitrator will not apply federal or state rules. The decision of the arbitrator shall be final and binding and may be enforced in accordance with the terms of either the Federal or applicable State Law, except for any specific appeal right regarding a judgment under the FAA or a judgment for more than \$100,000. For these judgments, any party may appeal to a three-arbitrator panel appointed by and under the rules of the AAA. The decision of the panel will be by majority vote and will be final and binding except for any specific appeal right under the FAA. All provisions of this Arbitration Agreement will apply to the panel. Judgment upon the award rendered may be entered in any court having jurisdiction.

Exception to Mandatory-Binding Arbitration for Small Claims:

The parties to this agreement may bring any individual claim or action hereunder in the small claims court in the State that has jurisdiction pursuant to the provisions set forth in this Agreement as long as the amount of all claims or other actions does not exceed the lesser sum of \$7,500.00 inclusive of costs and legal fees or the maximum limitations for venue in the State Court having proper jurisdiction for the resolution of small claims. No representative or class claims may be brought or asserted pursuant to this exception.

WITH THE EXCEPTION OF THE MATTER SPECIFICALLY ADDRESSED HEREIN, THE PARTIES AGREE AND UNDERSTAND THAT ALL DISPUTES (INCLUDING ALL LEGAL AND EQUITABLE RIGHTS AND REMEDIES) ARISING UNDER CASE LAW, STATUTORY LAW, AND ALL OTHER LAWS INCLUDING, BUT NOT LIMITED TO, ALL CONTRACT, TORT, REGULATORY, AND PROPERTY DISPUTES WILL BE SUBJECT TO BINDING ARBITRATION IN ACCORD WITH THIS AGREEMENT.

Notwithstanding anything hereunto the contrary, the Credit Union retains an option to use judicial or non-judicial relief to enforce a security agreement relating to any collateral pledged to secure the Agreements between the parties, to enforce all monetary obligations by you to the Credit Union so long as there is no dispute that is subject to mandatory arbitration, or to foreclose on any collateral securing your obligations to us by way of replevin, claim and delivery, or otherwise. The initiation and maintenance of an action for judicial relief in a court [on the foregoing terms] shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Agreement, including the filing of a counterclaim in a suit brought by the Credit Union pursuant to this provision.

Any arbitration proceeding will take place in the federal judicial circuit where you live. If you cannot afford to pay the fees charged by the Arbitrator or any panel for an appeal as provided herein, we will consider any reasonable written request by you for us to pay the fees. We will pay any fees or costs specifically required by applicable law. However, each party

must bear the expense of that party's attorneys, experts, and witnesses, regardless of who wins the arbitration, except to the extent that applicable law specifically requires otherwise. The rules of the AAA will be applied to any arbitration between the parties, except in the event of any inconsistency between this Agreement and the rules of the AAA, in which case this Agreement will govern. Any costs we pay in order for you to bring a proceeding hereunder are subject to being awarded to us upon a ruling or an award by the arbitrator that is favorable to the Credit Union. The AAA and other legal assistance services may be able to refer you to legal assistance from government or non-profit organizations that provide assistance to those who can show a financial need for such assistance.

TERMS AND AGREEMENT APPLICABLE TO ELECTRONIC SIGNATURES, ELECTRONIC CONTRACT, ELECTRONIC RECORDS, ELECTRONIC MAIL ("E-MAIL"), FACSIMILE, AND OTHER ELECTRONIC SERVICES AND COMMUNICATIONS.

1. Agreement. 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.) (hereinafter all such disclosures and/or documentation is referred to as "electronic record(s)), 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 in your Membership Application and Signature Card, 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 call us at 770.719.1111 or (800)338.5882 (outside Metro Atlanta) or write us at P.O. Box 1509, Fayetteville, Georgia 30214. If an e-mail is returned undeliverable, we will change your account statement status to paper and will provide your periodic statement via U.S. mail to your address of record. Therefore, it will be your responsibility to re-apply for any electronic notification or disclosure services we offer and/or provide notice of your correct address pursuant to your Membership Agreement with us. Additionally, fees as set forth in the Schedule will be applicable to those members canceling electronic delivery of statements.

The Credit Union must receive notification of any change in email address at least three business days prior to the last business day of the month to give us time to affect the change. Failure to do so may result in a delay or lack of delivery of your statement for the given period. To change your email address, please contact the Credit Union at 770.719.1111 or 800.338.5882 or write to us at P.O. Box 1509, Fayetteville, Georgia 30214.

Upon receipt of your consent, we will provide all electronic records to you as applicable, to the email address that you provide. You may be required to access Online Banking and enter a logon with a PIN and/or password and a second factor of authentication created by you that may require either a cookie credential (a unique secure device ID placed in the browser of your PC), or one-time passcode retrievable via email, phone or text to access all or certain electronic records. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

It is your sole responsibility to protect your logon and password from unauthorized persons. You understand that you have no expectation of privacy if electronic records are transmitted to an email address owned by your employer or any other persons that are not owners, borrowers, authorized users, etc. You further agree to release the Credit Union from any liability if the information is intercepted or viewed by an unauthorized party at the email address in your Membership Application and Signature Card selected by you, or any updates thereto that are provided to the Credit Union.

Your statements will be available for 12 months from the date of the statement.

2. Equipment and Software Requirements. To access Online Banking services and retain documents, agreements and disclosures electronically, you must obtain and maintain, at your expense, compatible hardware and software as specified by Credit Union from time to time. See www.southernonline.org for current hardware and software specifications. Credit Union is not responsible for any third party software you may need to use the Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation. E-Statement records are provided in PDF format. To access or read these records, you must install an appropriate reader such as Adobe's Acrobat Reader. Use and access to our on-line / electronic banking services requires the use of a browser that supports SSL and Cookies. You are responsible for the set-up and maintenance of your home computer and modem, which supports the encryption requirements of our home banking systems.

We make no warranty or representation regarding the access speed that you will have now or in the future, as such is beyond the control of the Credit Union (depending largely on your computer system and method of access — e.g., dial up connection vs. DSL or other connection). Also, hardware and software requirements are likely to change as technology, software, and other matters continue to evolve.

By requesting any electronic funds transfers, Online Banking, other electronic services or transactions, by submitting any application or agreement to us electronically, or by e-mailing us, you represent that you have such equipment and software and that you can download, access, read, review, print and store the electronic records we provide to you.

Performance of Software and Electronic Service and Warranty Disclaimer. In no event will we be liable to you for any consequential, incidental or indirect damages arising out of the use, misuse or inability to use our services, or for any loss of any data, even if we have been informed of the possibility of such damages. FURTHER, WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, TO YOU REGARDING YOUR EQUIPMENT OR THE SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, including but not limited to any Online Banking services provided to you under this or any other agreement with us.

We do not and cannot warrant that Online Banking will operate without errors, or that any or all Online Banking Services will be available and operational 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 this Agreement or by reason of your use of or access to Online Banking, 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. Further, in no event shall the liability of the Credit Union and its affiliates exceed the amounts paid by you for the services provided to you through our Online Banking Services.

Virus Protection. We are not responsible for any electronic virus or viruses that you may encounter. The Credit Union suggests that you routinely scan your PC and diskettes using a reliable virus protection software product to detect and remove any viruses found. An undetected or unrepaired virus may corrupt and/or destroy your programs, files and even your hardware.

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

4. "E-Mail" and Facsimile Communications. You acknowledge and agree that the Internet is considered inherently insecure. Therefore, 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 statements or other information from us at any time.

Although having no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

Further, the Credit Union may not immediately receive e-mail communications that you send. Also, we will not take action based on e-mail requests until we actually receive your message and have a reasonable opportunity to act. 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. If you need to contact the Credit Union immediately regarding an unauthorized transaction, stop payment request, or otherwise, you may call the Credit Union at 770.719.1111 or 800.338.5882.

You expressly consent and agree to us, our agents or any parties we authorize sending and your receiving any communications hereunder by facsimile or other electronic methods including any offers for Credit Union, affiliate or third party services and/or products.

You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.

5. Links to Other Sites. Our website may contain links and/or email addresses to/for other web sites owned and operated by third parties. Links to these Web Sites and/or e-mail addresses are provided solely as a convenience to our members and other customers and are not an endorsement by the Credit Union of the contents of such third-party websites. In addition, Third Parties are not covered by the Credit Union's Privacy or other policies; and the Credit Union is not responsible for the privacy practices or the content of Third Party Sites. The Credit Union Web Site may also contain links to other web sites owned, operated by, or affiliated with the Credit Union (Affiliated Sites"). Affiliated Sites are

also not governed by Credit Union's privacy or other policies; and you are advised to review the privacy statement applicable to each Affiliated Site you visit.

Products/Services Offered by Third Parties/Affiliates: Any financial, investment, warranty, credit insurance or other products or services ("products") which are provided by third parties or any affiliates are not products of the Credit Union. If the purchase of same is facilitated by or through Credit Union financing; such is merely a convenience to the borrower(s) and in no way creates any contractual or other relationship between the borrower(s) and the Credit Union with regard to any such products. Any rights, obligations, or claims with regard to such products shall be solely and exclusively by and between the party providing such products as may be set forth in any applicable contracts, agreements, or otherwise, and the Credit Union shall have no obligations, responsibilities, duties, or liabilities whatsoever regarding same.

6. Services. Except as otherwise provided for herein, using your personal computer (PC) and your designated User ID, Password and/or Personal Identification Number (PIN) and second factor of authentication, you can access your Credit Union statement 24 hours per day, seven days per week. The Credit Union will provide your periodic account statement electronically. The scope of information, notices and disclosures that we will provide you is more fully described herein.

7. Business Days. Credit Union E-Statements will be available 24 hours a day, seven days a week, except when down for maintenance or as otherwise indicated in the paragraph titled "System Unavailability".

8. Issuance and Confidentiality of Your User ID and PIN/Password. A User ID and PIN/PASSWORD is required for use with all Online Banking Services. Your User ID and PIN/PASSWORD are confidential and should NOT be disclosed to others or recorded on documents or records located on or around your PC. You agree not to disclose or otherwise make your User ID and PIN/PASSWORD available to anyone not authorized to access your accounts. If you authorize anyone to use your User ID and PIN/PASSWORD, that authority shall continue until you specifically revoke such authority by changing the PIN/PASSWORD or by notifying the Credit Union and selecting a replacement PIN/PASSWORD. You understand that if you reveal your User ID or PIN/PASSWORD to anyone, you have authorized that individual to access information from any of your accounts which can be accessed by the User ID and PIN/PASSWORD, regardless of whether that person is authorized to access these account(s) by any means other than by use of previously Online Banking Service(s). If you fail to maintain security of your User ID and PIN/PASSWORD and Credit Union suffers a loss, we reserve the right to terminate all Online Banking Services to you under this Agreement and Disclosure, as well as to terminate other Credit Union deposit and loan services. The Credit Union will not be responsible for any losses you suffer due to your failure to maintain the security of your User ID and PIN/PASSWORD. Users of Online Banking Services should use such other PIN/PASSWORD protection precautions as may be appropriate under any particular set of circumstances to ensure proper security over system access and access to account and transaction

information. Online Banking provides the capability for you to change your PIN/PASSWORD. To help safeguard your security, you should change your PIN/PASSWORD frequently. If you forget your PIN/PASSWORD or your system access is disabled due to the use of an incorrect PIN/PASSWORD, you must contact a Credit Union representative. We reserve the right to require written re-application for a new/replacement PIN/PASSWORD.

9. In Case of Errors or Questions About Your Electronic Statements. Contact us IMMEDIATELY if you think your statement is wrong, or if you need more information. You may notify us at 770.719.1111 or 800.338.5882 or write us at P.O. Box 1509 Fayetteville, Georgia 30214. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. Tell us your name and account number, the dollar amount of the suspected error, and the date it occurred. Describe the error or the transaction you are unsure about, and explain as clearly as you can, why you believe it is an error or why you need more information.

If you notify us verbally, we may require you to send us your complaint or questions in writing within ten (10) business days. We will tell you, in writing, the results of our investigation within ten (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 forty-five (45) calendar days to investigate your complaint or question. If we need to use the forty-five (45) days to investigate, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or request in writing and we do not receive it within ten (10) business days, the Credit Union is not required to credit your account.

For transactions initiated outside the United States, the time period stated above increases to ninety (90) calendar days instead of forty-five (45) calendar days, unless otherwise required by law, to investigate your complaint or question. If your claim is made within thirty (30) days of account opening, we will provisionally credit your account within twenty (20) business days and may take up to ninety (90) calendar days to conduct our investigation.

If we determine there was no error, we will send you written explanation within three (3) business days after we complete our investigation. You may ask for copies of the documents that we used in our investigation and upon which we relied to conclude that the error did not occur. (We will make these available to you to the extent possible without violating any other member's right to privacy).

10. Fees and Charges. Fees associated with the Credit Union's Online Banking Services are disclosed in the Rate and Fee Schedule (Schedule). The Credit Union reserves the right to impose fees or to subsequently change any fee structure with or without notice as required by law.

11. Disclosure of Account Information to Third Parties. We will only disclose information to third parties about your account (a) in order to comply with government agency or court orders; or (b) in order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant; or (c) if you give us your written permission.

12. System Unavailability. Access to Online Banking Services may be unavailable at certain times for the following reasons: (1) Scheduled maintenance - There will be periods when systems require maintenance or upgrades; (2) Unscheduled maintenance -Service may be unavailable when unforeseen maintenance is necessary; or, (3) System Outages - Major unforeseen events, including, but not limited to: earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, that may cause system unavailability. The Credit Union will make all reasonable efforts to ensure the availability of the Online Banking Services. However, the Credit Union is in no way liable for the unavailability of the Online Banking Services or any consequential damages that may result.

13. Other Limitations of Liability. You are solely responsible for the selection, installation, maintenance, and operation of your personal computer and software. The Credit Union expressly disclaims any and all liability as relates to the improper use of your personal computer and the transmission of data. The Credit Union is not responsible for any errors or failures due to any malfunction of your personal computer or software, or unsuitability of your personal computer or software, or any virus, or any problems that may be associated with the use of any Internet service. The Credit Union will notify you of any change to the software and hardware requirements needed to access the Online Banking Services within an acceptable period. If you do not agree to the changes required, you may terminate the Online Banking Service without charge.

14. Termination of Agreement and Service. You may cancel this Agreement and terminate your Online Banking Services with the Credit Union at any time by notifying the Credit Union either orally, in writing, or via the “Discontinue Account” option of the eStatement web page and discontinue use of the Online Banking Services. The Credit Union may terminate its Online Banking Services and this Agreement and Disclosure at any time by giving you advance notification via email.

15. Controlling Law and Users Responsibilities. Our web site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices within the State of Georgia. This agreement is made in Georgia and shall be construed and governed by the laws of the State of Georgia, without regard to its conflicts of laws provisions and to the extent that Georgia law is not inconsistent with controlling Federal Law. While you may choose to access our web site and electronic services from other locations, we make no representation that any information, materials, or functions included in our web site or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations.

16. Amendments. This Agreement may be amended by the Credit Union at any time at its discretion. You will receive any notice of amendments required by law via email.

TERMS AND AGREEMENT APPLICABLE TO MOBILE BANKING

Introduction: The Southern Credit Union endeavors to provide you with the highest quality Mobile Banking (the "Service") available. By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement").

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by Law.

Definitions As used in this Agreement and Mobile Banking services, the following words have the meanings given below:

"Account(s)" means your eligible Southern Credit Union checking, savings, loan, certificate of deposit or safe deposit box information and other Southern Credit Union products that can be accessed through Mobile Banking.

"Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

"You" and "Your(s)," mean each person with authorized access to your Account(s) who applies and uses the Mobile Banking service.

"We," "Us," and "Credit Union" means The Southern Credit Union.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time.

Mobile Banking Service

Description of Service. Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other

methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Southern Credit Union account information, make payments to payees, transfer funds and conduct other banking transactions. To utilize the Mobile Banking Service, you must be enrolled to use Online Banking and then activate your Device within the Online Banking system.

Information about The Southern Credit Union's Mobile Banking service is available on our website at www.southernonline.org. Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. The Southern Credit Union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

Use of Service In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

Other Agreements You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements the Credit Union except as expressly otherwise stated herein; and with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us. Any deposit account, loan or other banking product accessed through this Service is also subject to the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

Permitted Mobile Banking Transfers You may use the Service to transfer funds between your eligible Southern Credit Union accounts ("Internal Transfer"). You may not transfer to or from an Account at another financial institution using Mobile Banking.

If you submit your transfer request prior to the deadline established by us for Mobile Banking transfer service, you will initiate an immediate Internal Transfer via Mobile Banking. Transfer transaction requests

received after 6:00 p.m. CST on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Credit Union chooses to remain closed, will be processed on the Credit Union's next business day.

You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures. You may be subject to fees or account conversion if you exceed the transactions limits of your Account using Mobile Banking or any other methods outlined in your Deposit Account Agreement and Disclosures.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

Your Responsibilities You represent and agree to the following by enrolling for Mobile Banking or by using the Service:

Account Ownership/Accurate Information You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

User Security You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. We make no representation that any content or use of

Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

User Conduct You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

No Commercial Use or Re-Sale You agree that the Service is only for the personal or business use of individuals authorized to access your account information.

You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

Indemnification Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless The Southern Credit Union its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

Amendments This Agreement may be amended by the Credit Union at any time at its discretion. You will receive any notice of amendments required by law via email.

**THE SOUTHERN CREDIT UNION
MOBILE REMOTE DEPOSIT CAPTURE
USER AGREEMENT**

This Mobile Check Deposit User Agreement ("Agreement") contains the terms and conditions for the use of the Mobile Remote Deposit Capture Service (Service) that The Southern Credit Union ("Credit Union", "us," or "we") may provide to you ("you," or "User"). Other agreements you

have entered into with Credit Union, including your Membership Agreement, as amended from time to time, are incorporated by reference and made a part of this Agreement.

1. Services. The mobile remote deposit capture service ("Service") is designed to allow you to make deposits to your checking or savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to Credit Union or Credit Union's designated processor.

2. Acceptance of these Terms. Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message, or on our website(s) by providing a link to the revised Agreement or by an online secure message. Further, Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

3. Limitations of Service. When using the Service, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Service has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

4. Hardware and Software. In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by Credit Union from time to time. See www.southernonline.org for current hardware and software specifications. Credit Union is not responsible for any third party software you may need to use the Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

5. Fees. A fee of \$1.00 per deposit will be charged for the Service. You are responsible for paying the fees for the use of the Service. Credit Union may change the fees for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize Credit Union to deduct any such fees as stated in this Agreement from any Credit Union account in your name.

6. Eligible items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Credit Union is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Credit Union's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Credit Union account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department
- Checks that are prohibited by the Credit Union's current Membership Agreement with you
- Checks that are in violation of any federal or state law, rule, or regulation.
- Checks that are credit card advance or other loan advance instruments.
- Any check requiring signature and/or additional identification.

7. Endorsements, Requirements and Procedures. You agree to restrictively endorse any item transmitted through the Services as "FOR MOBILE DEPOSIT ONLY, The Southern Credit Union, Account # _____" or as otherwise instructed by Credit Union. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. You agree to follow

any and all other procedures and instructions for use of the Services as Credit Union may establish from time to time.

8. Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Credit Union that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

9. Availability of Funds. You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 4:00 p.m. Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available in three business days from the day of deposit. Credit Union may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Credit Union, in its sole discretion, deems relevant.

10. Disposal of Transmitted Items. Upon your receipt of a confirmation from Credit Union that we have received an image that you have transmitted, you agree to retain the check for at least 30 calendar days from the date of the image transmission. After 30 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to Credit Union upon request.

11. Deposit Limits. We may establish limits on the dollar amount and/or number of items or deposits from time to time. For daily and monthly dollar deposit limits, please refer to the Mobile Remote Deposit Capture User Agreement disclosed at registration, a copy of which can be obtained by calling 770-719-1111. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded. Daily and monthly deposit limits may vary for users of other services, such as Credit Union Merchant Services.

12. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in Credit Union's sole discretion subject to the Credit Union Membership Agreement or any other agreement governing your account.

13. **Errors.** You agree to notify Credit Union of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable Credit Union account statement is sent. Unless you notify Credit Union within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Credit Union for such alleged error.

14. **Errors in Transmission.** By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

15. **Image Quality.** The image of an item transmitted to Credit Union using the Services must be legible, as determined in the sole discretion of Credit Union. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Credit Union, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

16. **User Warranties and Indemnification.** You warrant to Credit Union that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to Credit Union is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectibility of the item.
- You warrant that files submitted by you to the Credit Union do not contain computer viruses or malware
- You agree to indemnify and hold harmless Credit Union from any loss for breach of this warranty provision; or costs or expenses related to arising from any breach including the Credit Union's reasonable legal expenses and attorneys fees.

In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Digital Insight, and Vertifi Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.

YOU UNDERSTAND AND AGREE THAT YOU ARE REQUIRED TO INDEMNIFY OUR TECHNOLOGY PARTNERS INCLUDING BUT NOT LIMITED TO DIGITAL INSIGHT (DIGITAL INSIGHT) AND VERTIFI SOFTWARE, LLC (VERTIFI), AND HOLD HARMLESS DIGITAL INSIGHT, ITS AFFILIATES, OFFICERS, EMPLOYEES

AND AGENTS, AS WELL AS VERTIFI, ITS AFFILIATES, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY THIRD PARTY CLAIMS, SUITS, PROCEEDINGS, ACTIONS OR DEMANDS, INCLUDING TO CLAIMS OF ANOTHER FINANCIAL INSTITUTION, BUSINESS ENTITY OR GOVERNMENTAL AUTHORITY, AND ALL LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING COURT COSTS AND REASONABLE ATTORNEY FEES AND EXPENSES ARISING FROM SUCH CLAIMS, TO THE EXTENT SUCH CLAIM IS RELATED TO FI OR END USER'S USE OF THE SERVICE, VERTIFI OR DIGITAL INSIGHT APPLICATIONS, UNLESS SUCH CLAIM DIRECTLY RESULTS FROM AN ACTION OR OMISSION MADE BY DIGITAL INSIGHT OR VERTIFI IN BAD FAITH. YOU UNDERSTAND AND AGREE THAT THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

17. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

18. Termination. We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Credit Union Membership Agreement or any other agreement with us.

19. Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

20. Ownership & License. You agree that Credit Union retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Credit Union's business interest, or (iii) to Credit Union's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from

the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

21. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

22. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL 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 LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

ELECTRONIC FUNDS TRANSFERS AGREEMENT AND DISCLOSURES

- 1. Purpose of this Section.** All agreements set forth in this Agreement, remain in effect **except as specifically modified in this Section.**
- 2. Transactions we Facilitate:** As a user of electronic funds transfer service, you may have access to specifically identified automated teller machines, Tellerphone, Online Banking, Bill Payment, Mobile Banking, Remote Deposit Capture, Visa Debit, VISA Credit and Automated Clearing House (ACH) services. Refer to your ATM & Visa Check Card agreement for terms & conditions associated with these services.

The following are types of Electronic Funds Transfers we may offer now or in the future. Not all of these services may apply to your account(s) and/or some of these services may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for the transactions

listed: Point-of-sale (POS) transfers, automated teller machines (ATM) transfers, direct deposits or withdrawals of funds, transfers sent via ACH (Automated Clearinghouse), transfers initiated by telephone, transfers resulting from debit card transactions (whether or not initiated through an electronic terminal) and payments made by a bill payer under a bill payment service (unless made solely by check, draft or similar paper instrument), and online banking.

Preauthorized credits: You may arrange for certain direct deposits to be accepted into your Credit Union share savings, Money Market, and checking account(s).

Preauthorized payments: You may make recurring payments from your savings or checking account.

Electronic Check conversion (ECK) transaction: An ECK transaction occurs when a member authorizes a one-time EFT from his or her account using information from a check to initiate the transfer. An electronic check conversion transaction can only be processed when it has been authorized by the member. A member authorizes the transaction when he receives the appropriate notice and then goes forward with the transaction. You cannot stop payment on an E-Check transaction because it is already done.

ACH & Wire Transfers: You may initiate or receive credits or debits to your account through wire or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive final settlement. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution. We may accept on your behalf, payments to your account that have been submitted by Fed Wire and that are not subject to the Electronic Funds Transfer Act ("Regulation E"). Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Funds Transfers through Fed wire. Whenever an ACH is used as part of a transaction that does not involve Fed wire, the operating rules of the National Automated Clearing House Association ("NACHA") will be applicable to ACH transactions

involving your account.

TELLERPHONE AND ONLINE BANKING. You may access your account through *TellerPhone*, our telephone transaction system. TellerPhone can be accessed by using your account number, *TellerPhone* authorization code (PIN), and a Touch-tone phone. To access Online Banking, go to our website at www.southernonline.org. Enter your user ID and your password. You will be prompted to accept our electronic agreements and/or disclosures, and select a new password. A second factor of authentication created by you is required to access your accounts; either by a cooking credential (a unique secure device ID placed in the browser of your PC), or a one-time passcode retrievable via email, phone or text. Monetary transfers from share savings and Money Market accounts via *TellerPhone* and Online Banking are included, under Regulation D, as part of the six allowed transfers per month.

Transactions include but are not limited to:
View deposit and loan account balances and history
Transfer funds from share savings to any sub account or to another member account**
Advance funds from a line of credit to related share or savings account
Make loan payments from related share or saving accounts (Credit Union loans only)
Access E-Statements
Verify Cleared Transactions / Checks
Look up status / information on your loan and share/share draft accounts
Access online statements (e-statements)

* Online Banking only.

** Member to member account transfers

ONLINE BANKING BILL PAYMENT SERVICES. You may pay one time or recurring bills through *the Credit Union's Bill Payment Service*. Payments may be made from your checking account only. Some vendors will not accept payments made through online bill payer systems. If you select a vendor that will not accept payment, you will receive an e-mail notice that the vendor will not accept your payment.

Bill Payment functions include but are not limited to the following:

View pending payments View payment history
Payee maintenance (e.g., change vendor name and address)
Add one vendor payment or add multiple vendor payments at one time Customer Support

Timing of payments: The Credit Union processes payments through a third party vendor and is not

responsible for the timing of payments. Please allow up to 5 working days for your payment to reach the vendor. Mail payments generally take longer than those sent electronically. The vendor determines which type of payment it will receive. The Credit Union is not responsible for late payments. We are only responsible in the event we fail to complete a payment in accordance with your correct instructions.

Sufficient funds: You must have sufficient funds in your account to cover the payment. We may not take your balance negative to make a scheduled payment.

Liability: Credit Union's liability is stated in a separate section of this document - below, *Liability For Failure to Make a Transaction*. In no case will Credit Union be liable for consequential, indirect, or punitive costs or damages. Credit Union and the bill payer service provider will carry out your instructions in a reasonable manner. This is in addition to any other provisions in this agreement that address the Credit Union's liability.

ONLINE BANKING ACCOUNT POLICY. We disable Online Banking accounts which have not been in use for over six months and will continue to disable accounts on a monthly basis. If you would like your Online Banking account to remain active, log into your account at least once every six months.

***ATM TRANSACTIONS.** You may access your account(s) by Credit Union ATM using your ATM or Visa Check Card and personal identification number (PIN) to:

Get balance information on savings and checking accounts
Make withdrawals from savings
Make withdrawals from savings and checking
Transfer money from savings to checking and transfer money from checking to savings
Make payments to Credit Union loans by check deposit or transfer from savings or checking
At **foreign ATMs you can get balance information and make cash withdrawals from checking or savings, depending upon how your account is set up
Some of these services may not be available at all terminals. The way your card is set up also affects what transactions you can do.

***Other ATM Card Transactions:** You can use your Credit Union ATM card to access your share savings and checking account at the ATM to get cash and make deposits, pay for services (in person), get cash from a merchant, if merchant policy permits, or from participating financial institutions*

***Visa® Check Card POS transactions:** You may

access your Credit Union share savings and checking account at the ATM to get cash and make deposits. You may access your Credit Union checking account to purchase goods (in person), pay for services (in person), get cash from a merchant (if merchant policy permits) or from participating financial institutions, and use it to pay for goods and services by telephone and the Internet

*Limitations are set forth in the Schedule **Foreign ATMs are machines we do not own that allow access via the networks set forth in the Schedule, which may change from time to time.

Remittance Transfers: The term remittance transfer typically describes a transaction where a consumer sends funds to an individual in another country. Remittance transfers could consist of an international wire transfer, an international ACH transaction, a prepaid card, or a foreign draft. See special requirements “what to do if You Want to Cancel a Remittance transfer” and Error on Remittance Transfer Rules below.

Additional Charges for Transactions in a Foreign Currency and “Cross-Border” Transactions. *Currency Conversion Fee:*

If you effect or authorize a transaction with your access device in a currency other than US Dollars, VISA will convert the charge into a US Dollar amount. The VISA currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by VISA , as applicable. The exchange rate VISA uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of up to 1% will be applied to transactions that are converted from foreign currencies to U.S. dollars. ***Cross-Border Transaction Fee:*** In addition, VISA charges us a Cross-Border Assessment up to 1% on each transaction on all cross border transactions regardless of whether there is a currency conversion. For purposes of this Section, “cross-border transaction” shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.

Money Transfer Services – If you receive any transmittal amount from any Money Transfer Service (MTS) provider you agree not to receive more than \$2,500.00 per day or more than \$10,000.00 per month. We may increase or decrease these limits from time to time in our sole discretion. We reserve the right to accept or reject any MTS request in our sole discretion. Each transmittal amount that is sent to your Card will generally be posted to your Card within two (2) Business Days after we receive the Transmittal Amount from the Sender.

Preauthorized credit: If you arrange to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the number stated in the Schedule to find out whether or not the deposit has been made.

Fees. Please refer to the *Schedule* for applicable fees.

ATM operator/network Fees: You may be charged a surcharge fee by the owner of a non-Credit Union ATM or by the network used and you may be charged for a balance inquiry even if you do not complete a funds transaction. Credit Union may charge you a fee for using a non-Credit Union machine as set forth in the Schedule.

3. Right to Documentation.

- a. Terminal Transactions. You can get a receipt at the time you make any transfer to or from your account using any automatic teller machine or a point-of-sale terminal.
- b. Direct Deposits. If you have arranged to have direct deposits made to your accounts at least once every sixty (60) days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can call or write us at the telephone number or address listed in the Schedule to find out whether a deposit has been made. If the only possible transfers to or from your accounts are direct deposits, you will get a statement from us at least quarterly.
- c. Periodic Statements. Transfers and withdrawals transacted through an ATM or POS terminal, TellerPhone, Online Banking, Mobile Banking or check card purchase will be recorded on your periodic statement. You will receive a statement or notice of the availability of your statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement or notice at least quarterly.

- 4. Electronic Statement.** Credit Union has the capability of capturing your periodic statement electronically (e-statement) and posting it in a secure manner so that you may retrieve it at your convenience. YOU HAVE THE RIGHT TO HAVE YOUR STATEMENT PROVIDED ON

PAPER or receive it electronically. If you elect to have your statement presented electronically, we may also send, from time to time, other notices and promotional material. Credit Union will provide you error-resolution information with each periodic statement. **Equipment Required:** You will need access to a personal computer and the Internet. The preferred browser is either Microsoft Explorer or Netscape Navigator (latest version). To view your e-statement, you will need Adobe Acrobat Reader® 4.0 or higher. If you choose to print your statement, you will need access to standard printing capabilities.

Authorizing e-statements: To authorize eStatements - you must sign up for e-statements through Online Banking. You can reach Online Banking via our web site www.southernonline.org. We will consider your request for e-statements to be your agreement that Credit Union will post your statement in a secure location and notify you via e-mail that your statement is ready for pickup. Your statement will remain on the site for 180 days from the date we notify you. **We will stop sending paper statements on this account unless you notify us that you no longer wish to receive e-statements; however you can always request a special copy of the statement be created for you.** See *Schedule* for applicable fees.

Canceling e-statement: If you are not happy with your e-statement we will switch you back to paper statement at no charge. **We must hear from you at least five business days before the end of a statement period, which is either the last business day of the month or last day of business for the quarter.** (Charges may be applied for abusing the privilege of switching back and forth.) To switch from e-statement back to paper statements, call us at the number in the Schedule and ask us to re-set your account for paper statements. We may ask you to put your request in writing and deliver it to us within 14 business days.

Supplemental paper statement: If you need to get a paper copy of your statement, you may do so by calling in the number(s) previously listed. See the *Schedule* for applicable charges.

Member Responsibilities: It is your responsibility to keep your Credit Union email address current. Failure to notify Credit Union of e-mail address changes may be treated just as failure to notify us of new physical address. See the *Schedule*

for this charge. If e-mail is returned undeliverable, we will attempt to re-send it; however, it is your responsibility to contact us if you do not receive your statement or notice of statement. You are also responsible for picking up your statement. Statements will reside on the secure site for 180 days. If you do not pick up your statement within that time, you will have to call for a paper statement to be generated and pay the appropriate charge shown on the *Schedule*.

5. **Stopping a Preauthorized Payment.** You can stop any of these payments. Here is how: Call us at the telephone number listed in the *Schedule* 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 require you to put your request in writing and get it to us 14 days after you call. See the *Schedule* for applicable charges. We are not obligated to honor a stop payment request that does not contain accurate information provided in a timely manner. You understand that it is necessary to provide the correct information related to the transaction, and that failure to do so may result in the payment of the item. **Liability for failure to stop payment:** If you order us to stop one of these preauthorized 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.

6. **What to do if You Want to Cancel a Remittance Transfer.** Remittance Transfers to a beneficiary in a foreign country covered under Regulation E will be held for up to 45-minutes upon your receipt of our Disclosure confirming your payment order. Payment occurs when funds are deducted from your designated account to cover the Remittance Transfer amount and any associated fees and taxes, which begins the 30-minute time period for cancellation addressed herein which is not calculated from the time we actually send funds. You have a right to cancel and obtain a refund, including all fees within 30-minutes of your Payment. In order to cancel, you must contact us within this 30-minutes of Payment at the phone number or e-mail address in this Agreement. When you contact us, you must provide us with information to help us identify the Remittance Transfer you wish to cancel, including the amount and location where the funds were sent, and, preferably the Reference Code printed on the Disclosure provided when you ordered the Remittance Transfer. We will refund your money within three (3) business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's account. After this 30-minute time period you may not be able to cancel or amend a remittance transfer request. However, we may, in our sole discretion, use reasonable efforts to act on your request for cancellation or amendment. Any request for cancellation or amendment is subject to applicable security procedure(s). We shall have no liability if such

cancellation or amendment is not effected. Furthermore, you shall be solely liable for any and all damages arising or related to any amendment or cancellation; and agree to indemnify and hold us harmless from any and all liabilities, costs and expenses we may incur in attempting to cancel or amend any transfer.

7. **Liability For Failure to Make a Transaction.** If the Credit Union does not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, the Credit Union may be liable for your losses or damages. However, there are some exceptions to this, which include the following:
- a. You do not have enough money in your account to make the transaction through no fault of ours.
 - b. The transaction goes over the credit limit on your overdraft line.
 - c. The terminal where you were making the transaction does not have enough cash.
 - d. The terminal or other system was not working properly and you knew about the breakdown when you started the transaction.
 - e. Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
 - f. You have not properly followed instructions for operation of the ATM or system.
 - g. The funds in your account are subject to legal process or other similar encumbrance.
 - h. The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
 - i. Access to your account has been blocked after you have reported your Access Device lost or stolen or you use a damaged or expired Access Device.
8. **Information Disclosure.** We will disclose information to third parties about your account or the transactions you make: (1) when it is necessary for completing transactions, or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (3) in order to comply with government agency or court orders, or (4) if you give us your written permission.
9. **Business Day Disclosure.** Our business days are set forth in the Schedule.
10. **In Case of Errors or Questions About Transactions.** In case of errors or questions about your electronic transfers, telephone us at the telephone numbers or write us at the address listed at the end of this disclosure as soon as you can. (For any errors involving a line of credit account, you must review your Loan Agreement and

Disclosure and/or VISA Credit Card Agreement for a description of your rights.) We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. You should provide the following information:

1. Tell us your name and account number.
2. Describe the transfer you are unsure about, and include to the extent possible, the type, date and explain as clearly as you can why you believe it is an error or why you need more information.
3. 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, at the address listed in this Agreement and Disclosure. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error within one (1) business day after determining that an error occurred. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days of receiving the error notice, and will inform you, within two (2) business days, after providing the provisional credit, with the amount you think is in error, and the date, so that you will have the use of the money during the time it takes us to complete our investigation. We will correct the error, if any, within one (1) business day after determining that an error occurred. A report of our results will be delivered or mailed to you within three (3) business days after the conclusion of the investigation (including, if applicable, notice that a provisional credit has been made final). **For transactions initiated outside the United States, or resulting from a point-of-sale debit card transaction:** We will have ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question. For transactions on accounts that have been opened less than thirty (30) calendar days, we will have twenty (20) business days instead of ten (10) business days to credit your account, and ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question.

Special Rules for Provisional Credit for Visa® Check Card Transactions. If you believe a Visa® Check Card Transaction was unauthorized, we will recredit your account within five 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 in writing, we need not recredit your account, or we may reverse any credit previously made to your account, until we have received it. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances or your account history.

Errors on Remittance Transfers If you think there has been an error or problem with your remittance transfer, call us, write us, or email us using the contact information listed on the back of this publication. You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us: (1) Your name and address [or telephone number]; (2) The error or problem with the transfer, and why you believe it is an error or problem; (3) The name of the person receiving the funds, and if you know it, his or her telephone number or address; (4) The dollar amount of the transfer; and (5) The confirmation code or number of the transaction. We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

11. **Your Liability for Unauthorized Transaction.** Tell us AT ONCE if you believe your Access Device has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You are responsible for all transfers you authorize using an EFT service under this Agreement. If you permit other persons to use an EFT service or your Access Device, you are responsible for any transactions they authorize or conduct on any of your accounts.

Special Notice to VISA Check Cardholders. If there is an unauthorized use of your VISA Check Card or an Internet transaction, and the transaction takes place on the VISA network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to either VISA commercial cards or ATM cash disbursements. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you. See limitations applicable to Non-PIN transactions earlier in this agreement.

For all other EFT transactions that require the use of a PIN or Access Code, if you tell us within two (2) business days, you can lose no more than \$50 if someone uses your card and PIN or Access Code without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Card, PIN or Access Code, and we can prove that we could have prevented the unauthorized transaction if you had told us in time, you could lose as much as \$500. Also, if your statement shows transfers 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 not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us

in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your Card or Access Code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you must call or write us at the telephone number, address, e-mail address set forth in the Schedule or on the back cover of this booklet.

If a good reason (such as extended travel or hospitalization) kept you from telling us, we may extend these time periods.

- 12. Reporting A Lost Card, Access Device, PIN, or TellerPhone PIN.** If you believe that any Access Device has been lost or stolen or that someone has withdrawn or may withdraw money from your account without your permission, you agree to immediately notify us. You can call the Credit Union or write us at the telephone number or address listed in this Booklet or the Schedule. If you recover your Card/Access Device after you have notified us, **DO NOT USE IT.**

FUNDS AVAILABILITY: YOUR ABILITY TO WITHDRAW FUNDS

This Disclosure applies to all "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your accounts are covered by these rules.

Please read all provisions carefully in order to fully understand when funds may be available from certain deposits. Funds "availability" means your ability to withdraw funds from your account, whether those withdrawals are to be in cash, by check, automatic payment, or any other method we offer you for access to your account. If deposited funds are not "available" to you on a given day, you may not withdraw the funds in cash and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this.

Please remember that even after the item has "cleared," we have made funds available to you, and you have withdrawn the funds, you are still responsible for items you deposit that are returned to us unpaid and for any other problems involving your deposit.

DETERMINING THE AVAILABILITY OF A DEPOSIT

The day funds become available is determined by counting business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit in person during normal teller hours, we will consider that day to be the day of deposit for purposes of calculating when your funds will become

available. However, if you make a deposit after normal teller hours, on a Saturday, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM belonging to The Southern Credit Union before 4:00 p.m. (local time, at the ATM location) on a business day we are open, we will consider that day to be the day of your deposit. If you make a deposit at an ATM belonging to The Southern Credit Union on or after 4:00 p.m. (local time) or on a day we are not open, we will consider the deposit to be made on the next business day we are open.

Deposits you send by mail are considered deposited on the business day it arrives if it arrives during normal teller hours at the branch of deposit.

In all cases, availability of any deposit assumes that a requested withdrawal will not overdraw the account.

IMMEDIATE AVAILABILITY FOR CERTAIN ITEMS

The following types of deposits will usually be available for withdrawal immediately:

- Cash (if deposited in person to an employee of ours);
- Electronic direct deposits;
- Wire transfers;
- U.S. Treasury checks that are payable to you;
- Federal Reserve Bank checks, Federal Home Loan Bank checks and U.S. Postal money orders that are payable to you;
- State and local government checks that are payable to you;
- Cashiers', certified, or tellers checks payable to you;
- Checks/Drafts drawn on the Credit Union;
- Credit Union checks payable to you; and
- The first \$200 from the aggregate of all other deposits made on any given day.

Cash and wire transfer deposits are subject to the **Special Rules for New Accounts** and the \$200 availability is subject to the rule in the section titled **Longer Delays May Apply**.

Note -- ACH Transfers: If you initiate a wire or ACH transfer from your account at another institution to your Credit Union account (called "ACH debit transfers"), the funds transferred in this way to your Credit Union account will be available on the first business day after the day we receive the deposit, at which time you may withdraw the funds in cash and we will use them to pay checks you have written. However, the funds that you transfer by wire or ACH to your Credit Union account from your account at another institution cannot be wired out of your Credit Union account to a non- Credit Union account until the third business day after the day we receive the deposit.

LONGER DELAYS MAY APPLY

Paper Checks: In the case of deposits of paper checks, funds from these checks will not be available until after the second business day from the date of deposit. The first \$200 of your deposits, however, will generally be available no later than the first business day after the day of deposit, and usually immediately. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard Exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.

- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications 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 seventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits and deposits of cash and wire transfers to your account will be available on the day we receive the deposit. The first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, on-us checks (checks drawn on The Southern Credit Union), and 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. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made 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 generally be available on the ninth business day after the day of your deposit. If we do so, we will provide you with a hold notice at the time of deposit or when we learn that we will hold the funds from the deposit.

CASHING CHECKS

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

OTHER ACCOUNTS

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the day the deposited item would have been available, which will usually be the first business day after the day of deposit.

FOREIGN CHECKS

Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies out-lined in this disclosure. Generally, the availability of funds for deposit of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn. Foreign checks with no routing numbers and payable in foreign currency are not accepted for deposit. These items must be sent as a collection item. Only foreign

checks payable through a U.S. financial institution with routing numbers and payable in U.S. dollars will be available subject to the schedule described in this section.

***SPECIAL RULES FOR TIME PERIOD ADJUSTMENT FOR WITHDRAWALS BY CASH OR SIMILAR MEANS.**

The Credit Union reserves the right to extend by one business day the time that funds deposited will be available for withdrawal by cash or similar means. However, an additional \$400.00 will be available for withdrawal by cash or similar means on the date funds are otherwise available for withdrawal under this policy.

CHECK 21 DISCLOSURES

IMPORTANT CONSUMER AWARENESS INFORMATION AND DISCLOSURES REGARDING “SUBSTITUTE CHECKS.”

A SUBSTITUTE CHECK IS THE LEGAL EQUIVALENT OF AN ORIGINAL CHECK FOR ALL PURPOSES, INCLUDING ANY PROVISIONS OF ANY FEDERAL OR STATE LAW AND FOR ALL PERSONS, IF THE SUBSTITUTE CHECK:

1. ACCURATELY REPRESENTS ALL OF THE INFORMATION ON THE FRONT AND BACK OF THE ORIGINAL CHECK AS OF THE TIME AT WHICH THE ORIGINAL CHECK WAS TRUNCATED; AND
2. BEARS THE LEGEND: “THIS IS A LEGAL COPY OF YOUR CHECK. YOU CAN USE IT IN THE SAME WAY YOU WOULD USE THE ORIGINAL CHECK”; AND
3. THE CONSUMER RE-CREDIT RIGHTS ESTABLISHED BY CHECK 21 APPLY WHEN A CONSUMER BELIEVES IN GOOD FAITH THAT A SUBSTITUTE CHECK WAS NOT PROPERLY CHARGED TO THE ACCOUNT OF THE CONSUMER. SUCH RIGHTS ARE SET FORTH BELOW:
 - a. **In General:** A consumer may make a claim for expedited re-credit from the financial institution that holds the account of the consumer with respect to a substitute check, if the consumer asserts in good faith that: (A) the financial institution charged the consumer’s account for a substitute check that was provided to the consumer; (B) either the check was not properly charged to the consumer’s account or the consumer has a warranty claim with respect to such substitute check; (C) the consumer suffered a resulting loss; and (D) the production of the original check or a better copy of the original check is necessary to determine the validity of any claim described in subparagraph (B).
 - b. **40-Day Period:** Any claim with respect to a consumer account may be submitted by a consumer before the end of the 40-day period beginning on the later of the date on which the financial institution mails or delivers, by a means agreed to by the consumer, the periodic statement of account for such account which contains information concerning the transaction giving rise to the claim or the date on which the substitute check is made available to the consumer. The 40-day period can be extended by a reasonable amount of time due to extenuating circumstances, including extended travel or the illness of the consumer, the 40-day period shall be extended by a reasonable amount of time.
 - c. **Procedures for Claims:** To make a claim for an expedited re-credit with respect to a substitute check, the consumer shall provide to the financial institution that holds the account of such consumer: (A) a description of the claim, including an explanation of (i) why the substitute check was not properly charged to the consumer’s account; or (ii) the warranty claim with respect to such check; (B) a statement that the consumer suffered a loss and an estimate of the amount of the loss; (C) the reason why production of the original check or a better copy of the original check is necessary to determine the validity of the

charge to the consumer's account or the warranty claim; and (D) sufficient information to identify the substitute check and to investigate the claim. The financial institution can require that the claim be submitted in writing and the financial institution can permit the consumer to submit the claim electronically if the consumer has agreed to communicate with the financial institution in that manner.

4. **Re-credit to Consumer and Conditions for Re-credit:** The financial institution shall re-credit a consumer account for the amount of a substitute check that was charged against the consumer account if (A) a consumer submits a claim to the financial institution with respect to that substitute check that meets the "Procedures for Claims" listed above and (B) the financial institution has not (i) provided to the consumer the original check or a copy of the original check (including an image or a substitute check) that accurately represents all of the information on the front and back of the original check, as of the time at which the original check was truncated; and (ii) demonstrated to the consumer that the substitute check was properly charged to the consumer account.

TIMING OF RE-CREDIT. In general, the financial institution shall re-credit the consumer's account for the amount described under "Conditions for Re-credit" above no later than the end of the business day following the business day on which the financial institution determines the consumer's claim is valid.

RE-CREDIT PENDING INVESTIGATION. If the financial institution has not yet determined that the consumer's claim is valid before the end of the 10th business day after the business day on which the consumer submitted the claim, the financial institution shall re-credit the consumer's account for (i) the lesser of the amount of the substitute check that was charged against the consumer account, or \$2,500, together with interest if the account is an interest bearing account, no later than the end of such 10th business day; and (ii) the remaining amount of the substitute check that was charged against the consumer account, if any, together with interest if the account is an interest-bearing account, not later than the 45th calendar day following the business day on which the consumer submits the claim.

5. **AVAILABILITY OF RE-CREDIT: NEXT DAY AVAILABILITY.** Except as provided in the "SAFEGUARD EXCEPTION" below, a financial institution that provides a re-credit to a consumer account shall make the re-credited funds available for withdrawal by the consumer by the start of the next business day after the business day on which the financial institution re-credits the consumer's account.

SAFEGUARD EXCEPTIONS. A financial institution may delay availability to a consumer of a re-credit provided under "RE-CREDIT PENDING INVESTIGATION" above until the start of either the business day following the business day on which the financial institution determines that the consumer's claim is valid or the 45th calendar day following the business day on which the consumer submits a claim for such re-credit, whichever is earlier, in any of the following circumstances: **NEW ACCOUNTS.** The claim is made during the 30-day period beginning on the business day the consumer account was established. **REPEATED OVERDRAFTS.**

Without regard to the charge that is the subject of the claim for which the re-credit was made (i) on 6 or more business days during the 6-month period ending on the date on which the consumer submits the claim, the balance in the consumer account was negative or would have become negative if checks or other charges to the account had been paid; or (ii) on 2 or more business days during such 6-month period, the balance in the consumer account was negative or would have become negative in the amount of \$5,000 or more if checks or other charges to the account had been paid. **PREVENTION OF FRAUD LOSSES.** The financial institution has reasonable cause to believe that the claim is fraudulent, based on facts (other than the fact that the check in question or the consumer is of a particular class) that would cause a well grounded belief in the mind of a reasonable person that the claim is fraudulent.

OVERDRAFT FEES: No financial institution that delays the availability of a re-credit under “SAFEGUARD EXCEPTIONS” above to any consumer account may impose any overdraft fees with respect to drafts drawn by the consumer on such re-credited amount before the end of the 5-day period beginning on the date notice of the delay in the availability of such amount is sent by the financial institution to the consumer.

6. **Reversal of Re-credit:** A financial institution may reverse a re-credit to a consumer account if the financial institution (1) determines that a substitute check for which the financial institution re-credited a consumer account was in fact properly charged to the consumer account; and (2) notifies the consumer in accordance with “NOTICE TO CONSUMER” provisions below.

7. **Notice to Consumer and Notice if Consumer Claim Not Valid.** If a financial institution determines that a substitute check subject to the consumer’s claim was in fact properly charged to the consumer’s account, the financial institution shall send to the consumer, no later than the business day following the business day on which the financial institution makes a determination: (A) that the original check or a copy of the original check (including an image or a substitute check) that (i) accurately represents all of the information on the front and back of the original check (as of the time the original check was truncated); or (ii) is otherwise sufficient to determine whether or not the consumer’s claim is valid; and (B) an explanation of the basis for the determination by the financial institution that the substitute check was properly charged, including a statement that the consumer may request copies of any information or documents on which the financial institution relied in making the determination.

NOTICE OF RE-CREDIT. If a financial institution re-credits a consumer account, the financial institution shall send to the consumer, no later than the business day following the business day on which the financial institution makes the re-credit, a notice of (A) the amount of the re-credit; and (B) the date the re-credited funds will be available for withdrawal.

NOTICE OF REVERSAL OF RE-CREDIT. In addition to the notice required if a consumer’s claim is not valid, if a financial institution reverses a re-credited amount, the financial institution shall send to the consumer, no later than the business day following

the business day on which the financial institution reverses the re-credit, a notice of (A) the amount of the reversal; and (B) the date the re-credit was reversed.

MODE OF DELIVERY: Any notice described above shall be delivered by United States mail or by any other means through which the consumer has agreed to receive account information.

8. **Other Claims Not Affected:** Providing a re-credit in accordance with this section shall not absolve the financial institution from liability for a claim made under any other law, such as a claim for wrongful dishonor under the Uniform Commercial Code, or from liability specifically provided for by Regulation CC.
9. **Clarification Concerning Consumer Possession:** A consumer who was provided a substitute check may make a claim for an expedited re-credit under this section with regard to a transaction involving the substitute check whether or not the consumer is in possession of the substitute check.
10. **Scope of Application:** These expedited re-credit rights shall only apply to: (A) Substitute Checks as defined by Regulation CC; and (B) members who are consumers.

Shared Branching Disclosures

With respect to items deposited at shared branch locations (meaning branches of credit unions other than this Credit Union that accept deposits for our members through participation in a shared branch network), funds will be available as stated above with the addition of the following exceptions:

- Your Ability to Withdraw Funds – Our policy is to delay the availability of funds from non-cash deposits that are accepted at a shared branch location. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written or other withdrawals you have authorized.
- Foreign checks will not be accepted at a shared branch.
- All Transactions with the Credit Union are subject to our policies and procedures – including security, identification, Bank Secrecy Act, and all other applicable laws, rules and regulations.

TRUTH-IN-SAVINGS ACT DISCLOSURE Share and Checking Accounts

1. **Rate Information** The dividend rate and Annual Percentage Yield (“APY”) on your accounts are set forth in the Truth-in-Savings Act Rate and Fee Schedule (“Schedule”) provided with this Booklet. The dividend rate and APY may change each dividend period as determined by the Credit Union’s Board of Directors.
2. **Compounding and Crediting.** Dividends will be compounded and will be credited as set forth in the Schedule. The Dividend Period (“period”) for each of your accounts is set forth in the Schedule. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period. If your account is closed or you make a withdrawal during a dividend period before dividends are credited, you may not receive accrued but uncredited dividends.
3. **Balance Information.** Any minimum deposit to open an account and the minimum average daily balance you must maintain to avoid

service fees and to earn the annual percentage yield stated for your account is set forth in the Schedule. Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in your account for the Period. The average daily balance is calculated by adding the balance in your account for each day of the Period and dividing that figure by the number of days in the Period. If you fail to maintain the minimum balance required to earn the dividend rate and annual percentage yield for any account as set forth in the Schedule, then you will not earn the dividend rate and annual percentage yield for the period in which you do not meet this requirement.

4. **Accrual of Dividends.** Dividends will begin to accrue on the business day we receive the deposit of non cash items (e.g. checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account.
5. **Transaction Limitations for All Share Savings Accounts.** Limitations are set forth in the first Section of this Booklet entitled "Membership, Accounts and Account Services Agreement". Additional Limitations for IRA Savings Accounts: You are solely responsible for complying with any requirements including transaction limitations and penalties for early withdrawal under the Internal Revenue Code or other applicable Federal or State law governing any IRA or other Credit Union accounts.
6. **Excessive Transaction Fees.** Free Share Savings account transactions are limited to six (6) per month. Additional Transactions during a month will cause a fee, as set forth in the Schedule, to be imposed.

TERM SHARE CERTIFICATE ACCOUNTS (Share Certificate and IRA Certificate Accounts)

1. **Rate Information.** The dividend rate and annual percentage yield on your account are stated in the Schedule and/or your Term Share Certificate. The annual percentage yield reflects the dividends to be paid on your account based on the dividend rate and the frequency of compounding for an annual period. For Fixed Rate Share Certificate and Fixed Rate IRA Certificate Accounts the dividend rate and annual percentage yield are fixed and will be in effect for the term of the account. The annual per-centage yield assumes that dividends will remain on deposit until maturity. Any withdrawals will reduce your earnings.
2. **Compounding and Crediting.** Dividends will be compounded and credited as set forth in the Schedule. The Dividend Period ("period") for each account is set forth in the Schedule. The period begins on the first calendar day of the period and ends on the last calendar day of the period.
3. **Minimum Balance Requirements.** The minimum opening deposit required to open any Term Share Certificate Account is set forth in the Schedule. You must maintain an average daily balance equal to or greater than the minimum opening deposit

to earn the annual percentage yield and avoid any service charges set forth in the Schedule.

4. **Balance Computation Information.** Dividends are calculated by the average daily balance method, which applies a daily periodic rate to the principal balance in your account each day.
5. **Accrual of Dividends.** Dividends will begin to accrue on the business day of the deposit of noncash items (e.g. checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account. Once interest is credited to a certificate account, it becomes principal. If you close your Certificate account before any dividend is credited, we may pay accrued but uncredited or unpaid dividends.
6. **Transaction Limitations.** In addition to any other applicable limitations described in this Booklet, after a Term Account is opened, you may not make deposits into the account before maturity. After an IRA Certificate Account is opened, you may not make additional deposits into the account before maturity. However, you may make additional deposits into a separate IRA Certificate Account, but such deposits may not exceed the maximum allowed pursuant to applicable law or as set forth in the Schedule in any single calendar year. We may allow withdrawals of dividends from your account before maturity regardless of dividend payment options arranged at account opening.
7. **Maturity Date.** Your account will mature on the date stated in your Certificate or any Renewal Notice the Credit Unions pro-vides to you.
8. **Early Withdrawal Penalties - All Certificate Accounts.** 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 90 days dividends on the amount withdrawn, or all dividends earned, 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 180 days dividends on the amount withdrawn, or all dividends earned, 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 may, 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; or if your account is an IRA account and the account is revoked

within seven (7) days after the IRA Disclosure Statement is received; or when the account is an IRA account and the owner qualifies pursuant to applicable law.

9. **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
10. We reserve the right to change the terms/rates upon provision of any notice specifically required by applicable law. Such changes will be effective immediately if specific law does not require prior notice.
11. **Partial Withdrawal.** No partial withdrawal will be permitted at any time that would result in a principal balance of less than the required minimum opening deposit.

COMMON FEATURES OF ALL ACCOUNTS

1. **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.
2. **National Credit Union Share Insurance Fund.** Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.
3. **Limitations on Maximum Shares Held by One Member.** The Credit Union's Board of Directors may limit the maximum amount of shares one member may hold by resolution, which they may set or change from time to time.
4. **Transfer and Assignment.** OWNERSHIP OF AN ACCOUNT IS NOT TRANSFERABLE WITHOUT THE WRITTEN CONSENT OF THE CREDIT UNION. The Credit Union may, before giving its consent, use any of the funds in this Account to repay any debt due it from any named Account owner. Your Accounts may be pledged to secure your existing or future obligations owed to this Credit Union.
5. **Fees and Charges.** The fees and charges set forth in the Schedule may be assessed against your account(s).
6. **Par Value Requirements.** 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.
7. **Transaction Limitation on All Accounts.** No member may withdraw any amount on deposit below the amount of their primary or contingent liability to the Credit Union if they are delinquent as borrower, co-maker, or guarantor, without the Credit Union's written permission. Further, if your account(s) are pledged to us to secure any loan obligation, then you must pay, or, with our permission, renew the loan before any principal or dividends may be withdrawn or transferred. If we allow you to renew a loan secured by such a pledge, you may be required to renew any pledged account or leave the funds on deposit with us until the loan is paid or we specifically release the funds.

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