

EMBLEM CREDIT UNION

MASTER ACCOUNT AGREEMENT AND DISCLOSURES

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Notice to Members: The laws and regulations governing the financial services we provide are complex. To ensure your understanding of our relationship with you, we provide this detailed Agreement which explains both your responsibilities and ours. Please read this document carefully, and feel free to ask any questions regarding these terms and conditions. Be sure to read number twenty-three (23) of the membership section for complete details 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.

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

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 "Resolving Claims" section for complete details.

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INTRODUCTION

This Agreement, along with the Fee Schedule, explains the rules which govern your account(s) and account services with us. Please read this Agreement and the Fee 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 Agreement is to summarize the rules applicable to common transactions; establish rules to govern transactions not regulated by state or federal law; establish variations that will apply to certain rules, events or transactions as permitted by applicable law; and provide you with certain disclosures and information regarding our policies as required by law. By signing an Account Agreement Signature Card, your use or continued use of any account or account services after receiving this Agreement, notice of its availability or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this Agreement and the Fee Schedule, as amended from time to time.

GENERAL TERMS AND CONDITIONS

- TERMS, CONDITIONS, AND LIMITATIONS OF YOUR RELATIONSHIP WITH THE CREDIT UNION:** The following terms govern our relationship with you. All Credit Union services are further governed by the terms and conditions set forth in any future agreements and/or disclosures together with the Credit Union's Bylaws, Policies and Procedures, which are herein collectively referred to as "Agreement". This Agreement governs all services whether opened now or in the future. This Agreement may be amended or revised by us at any time, and any change in the Agreement shall be immediately effective unless otherwise specifically required by applicable law. This Agreement is binding upon the account owner and all parties hereto together with their heirs, successors, assigns and any other person claiming any right or interest under or through said parties. You agree at all times that you will comply with all applicable laws, which shall include:
 - 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;
 - NACHA's (The National Automated Clearing House Association) Operating Rules;
 - the operating regulations of any network through whom you initiate or process any transaction(s); and
 - any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the U.S., 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 ascertain other use such as commercial, we may require the account(s)/services(s) be closed or converted to a business account.

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.

Name Change: You agree to provide us with proper documentation when requesting a name change on your account. This includes a marriage license, divorce decree, court order, or other official government identification. Changing the name does not change your ownership status. You agree that the Credit Union can report information concerning your accounts using the new legal name. However, the Credit Union shall not be prohibited from processing any orders, transactions, or responding to requests that the Credit Union is legally required or entitled to respond to or otherwise recognizing matters directed to the prior legal name where it is appropriate or required that the Credit Union do so.

2. **GENERAL DEFINITIONS:** In this Agreement the words "you" or "your(s)" mean everyone that signs any Account Agreement Signature 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, MFA (Multi-factor authentication) or PIN (Personal Identification Number) that we issue to allow you to access and/or use any account or other services. With regard to online, mobile or Internet transactions, an access device shall also include any computer, smartphone or other hardware used to make or process a transaction. We may provide access to your accounts and services through the use of fingerprints or other biometrics. You agree to the use of such biometrics, and will cooperate with us in implementing any new technology. Biometric technologies may be used for authentication. A biometric identifier measures an individual's unique physical characteristics and compares it to a stored digital template for authentication. A physical characteristic can be a thumbprint, fingerprint, facial recognition or iris pattern. A biometric identifier can be used as a single or multifactor process. When you enable biometric access, every person with an enrolled fingerprint for your accounts, services or device used to access your accounts and services will have access to your accounts and services, view your information, conduct transactions on your behalf, and has your authority to engage in these activities. Enrolled biometrics expand the number of persons who have access to your account regardless of the signers listed on your Account Agreement Signature Card with us. We advise you to review and confirm that all registered biometrics belong to individuals with authority as described above. By activating access/services requested by you, we rely on your representation that anyone with a registered biometric has proper authority.

"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 account(s), or to use any of your account services. If you authorize anyone to use your access device, 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 POA (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.

The "available balance" is the amount of the "actual balance" that is available for transactions (withdrawals, write checks, debit transactions, Online Banking, Mobile Banking, or other authorized transactions). As explained in this Agreement, there are many circumstances that will affect your access to the funds in your account(s). Many of these transactions are beyond the Credit Union's control, as they are requirements of the payment networks that your transactions are processed through via the merchants with whom you choose to do business. We may place holds on various deposits as explained in the section of this Agreement on Funds Availability and elsewhere; therefore, your account records may show an "actual balance" and an "available balance." If you exceed the "available balance" (even though the "actual balance" may be greater) you may overdraw your account, as new or additional transactions cannot be processed until funds are available for transactions. This may result in Overdraft fees, or Insufficient Funds fees as a result of exceeding your "available balance". To learn the "available balance" of your account(s), you may utilize iTalk, Online Banking, Mobile Banking, or by telephoning our office. Be sure you understand the order in which your transactions are paid as explained later in this Agreement so that you may avoid making transactions that exceed your "available balance".

"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 (UCC) 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 Account Agreement Signature Card. 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 account, share draft, club, term share certificate, POD (Payable on Death), 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 IRA (Individual Retirement Account), tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest. "Transaction" means any deposit, order, transfer, payment, purchase via POS (Point-of-Sale) 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, 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. We may also close or terminate accounts or services which we believe violate your obligations under the section. 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.

Restrictions on Accounts: We may limit, refuse, close or terminate any account or service that we deem to constitute a breach of this Agreement. Unless an express exception is made by the Credit Union in its sole discretion, we do not offer services to Money Service Businesses (MSB), internet gambling businesses, or other businesses that we determine violate the limitations in this section.

4. **TIN (TAXPAYER IDENTIFICATION NUMBER) AND CERTIFICATION:** Pursuant to the Account Agreement Signature Card used to open your account(s) with us, you provided a certification regarding the accuracy of your TIN (usually your Social Security number) and whether your account is subject to backup withholding under the Internal Revenue Code. This certification applies to any and all accounts you have with us now or in the future, unless you provide written notification to us that specifically provides otherwise. You agree to comply with all our requirements for identification, including photographing, video recording and providing fingerprints or other biometrics.
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 user's access device(s), including but not limited to, computers, tablets, and smartphones; and to report the Credit Union's findings of such investigation to all owners and/or users.
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 including but not limited to, escheatment/abandoned property, privacy, or other issues that may affect your rights, you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports. You agree that this authority applies to any account, account-related service, loans or other financial products you request or which we may offer or make available to you. We may also report information concerning your account(s) and credit to others. You also understand that you may elect from time to time to use Credit Union or other parties' social media tools and sources, that there is no claim of privacy or privilege regarding information shared or discernible from such use or sharing, and the use of such information by us does not violate your privacy or other rights. If you have consented to communicating with us via social media, we may use any social media addresses you may establish from time to time.
 - a. **Privacy and Confidentiality:** Every person on the Credit Union's premises has the expectation and right that their private and confidential information will be protected and remain private and confidential. Thus, the Credit Union prohibits any photography, filming or recording of any type using any device that has or may have the potential to record by any means on any Credit Union premises, including at or near any ATM or other device which may display or allow determination of confidential information without the Credit Union's prior express permission. Violation of this provision shall be grounds for enforcement of all options under paragraph 22 of this Agreement. The Credit Union's general privacy policy is provided later in this Agreement or via a separate disclosure provided at account opening.
 - b. **Agreed Exception to Privacy Restrictions – Fraud or Financial Exploitation:** It is agreed that fraud and financial exploitation are serious matters that can expose both members and the Credit Union to risks and losses. This particularly affects the elderly but can harm anyone. To help combat suspected fraud and financial exploitation it is agreed that the Credit Union may report such suspicions to persons (including but not limited to family members) who we in good faith believe may be able to provide assistance and/or protections. The option to so report is completely voluntary and imposes no obligations on the Credit Union.
7. **NATURAL DISASTERS, PANDEMICS OR SIGNIFICANT HEALTH CONCERNS AND OTHER ACTS OF GOD:**
 - a. **FORCE MAJEURE:** Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental declarations, acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. This clause shall continue to apply for a reasonable period of time after the cause addressed above has subsided sufficient to allow resumption of services.
 - b. **OFFICIAL HEALTH GUIDANCE:** All Credit Union offices reserve the right to follow/implement official health guidance issued by governmental entities and/or health organizations which may include but are not limited to: closure of Credit Union offices; social distancing; requiring the use of personal protective equipment (masks, gloves, clear eye coverings or other requirements). These requirements may vary from office to office; and may change from time to time.
 - c. **FACE MASKS:** For security reasons all face masks are generally prohibited unless medically required. If a mask is medically required or an individual elects to wear a mask due to their own health concerns, members/non-members, contractors and staff, may be asked to temporarily remove it before assistance may be provided and completing a transaction for proper identification. If you feel you cannot remove your mask temporarily for identification in the branch you may use the Credit Union's drive-through as an alternative. We will also consider any requests for special appointments where your identity can be verified before entering Credit Union property.
8. **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 EFT (Electronic Funds Transfer) allowed by us. If you voluntarily give information about your account (such as our routing number and your account number) to someone and authorize them to draw against your account, we may charge your account and pay any items,

including remotely created checks initiated by the person to whom you gave the information. You also agree that we may pay an electronically created item even though the item was not created from an original paper check, whether presented in the form of a remotely created check or an electronic item. You authorize us to continue to honor items or debits from a payee previously authorized by you, until you instruct us to cease to do so, whether or not the payee is acting within the scope of your initial authorization, subject only to such liability as may be imposed upon us by law. If you want us to stop honoring items from a payee previously authorized by you, you must tell us in writing. Until you notify us that such items are not authorized, we can continue to pay them and will not be liable to you even though the items are not in accordance with any authorization you may have given. This does not, however, obligate us to honor remotely created checks or similar items or entries. We may refuse to honor remotely created checks or similar items or entries without cause or prior notice, whether or not we have honored or dishonored similar items or entries previously. You agree that we are under no obligation to verify whether the name and account number shown on the remotely created checks are accurate. If any information on a remotely created checks is incomplete, inaccurate, or in error, you agree that we may, at our sole discretion, either pay the remotely created checks and charge your account for the item as drawn or refuse to honor the remotely created checks and, without prior notice to you, return the item unpaid. You further agree to indemnify and hold the Credit Union harmless for losses resulting from our honoring or dishonoring any such debit.

- a. **ENDORSEMENTS:** You authorize us, in our discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of any one or more owners on the account, whether or not endorsed by all payees. You authorize us to supply missing endorsements of any owners. You agree to endorse all items pursuant to applicable laws and regulations. If any endorsement or any other markings you or any prior endorser has made on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by us due to the delay or error.
- b. **THIRD-PARTY CHECKS:** The Credit Union reserves the right to accept or refuse third-party checks at its discretion.
- c. **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.
- d. **E-CHECKS:** When you or any person with authority authorize any e-Check, you agree that we may pay the item as submitted to us; 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 you agree to indemnify us for all losses we incur in connection with any e-Check you authorize.
- e. **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 Account Agreement Signature Card or using any accounts or services, you specifically waive your rights to notice of non-payment, dishonor or protest regarding all items presented for collection. We have the right to refuse any order, transfer or deposit, limit the amount that may be offered for deposit and to return all or any part of a deposit. Special instructions for handling an item are effective only if made in writing and accepted by us separately along with the item in question. We will not be liable for any default or negligence of correspondents or for loss in transit, and each correspondent will only be liable for its own negligence. We are authorized to pursue collection of previously dishonored items (including re-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 that you must pay to us if we incur any loss in seeking to collect such items for you. Applicable fees may be assessed in accordance with the Fee Schedule.
- f. **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.
- g. **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 (For 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).
- h. **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 Fee Schedule without notice. We have no obligation to provide any separate notice under this provision, and you agree that our indication of any credits or debits hereunder reflected on your periodic statements shall be deemed sufficient notice.
- i. **CHECKS FROM SOURCE OTHER THAN CREDIT UNION APPROVED VENDOR AND USE OF WASH PREVENTIVE INK:** Other companies that provide check printing services may not meet the high standards of our approved vendor or may print terms or limitations that we do not agree to on such checks. You understand that checks can be washed unless you use a wash preventive ink; therefore, you acknowledge and agree that we have no responsibility or liability to you whatsoever resulting, arising or relating from/to: alterations, forgery, non-payment, returns as no account/insufficient funds or otherwise, limitations we do not specifically agree to in writing, or any other processing/payment error with regard to any check that is not printed by our approved vendor or your failure to use wash preventive ink in the writing of any check(s).
- j. **RESTRICTIVE LEGENDS:** Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "Two Signatures Required", "Void after Sixty (60) Days," or "Not Valid over \$500.00". We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.
- k. **COURTESY NOTICE-DEPOSITS TO SHARE ACCOUNTS:** The Credit Union is only seeking to collect the deposit(s) on your behalf. You may not have access to the funds until such time as the Credit Union actually collects payment for the deposit from the drawee or source indicated, and that payment becomes irrevocable based upon our sole determination. There is no limit on how long it may take us to collect and make these funds available to you.

9. **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 the section of this Agreement entitled "The Availability of Funds You Deposit with the Credit Union". 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 intention 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. When multiple items are received at once, the items will be paid as follows: checks are paid in order of lowest to highest dollar amount; ACH items in each presentment file post credits first, then debits paid by dollar amount, lowest to highest, and generally we may receive up to four (4) ACH presentment files per day; ATM (Automated Teller Machine)/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 fees or Insufficient Funds 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 as insufficient. The amounts of the Overdraft fees and Insufficient Funds fees are disclosed in the Fee Schedule, as applicable. 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.
- Multiple Presentments:** Any item or transaction can be presented for payment multiple times, which is beyond the control of the Credit Union. Each presentment will be charged a separate applicable fee even though it may be for a repeat presentment.
- 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 there is a dispute between account owners; a legal garnishment, attachment or levy is served on us; the account(s) secures any obligation owed to us; any required documentation has not been provided to us; or 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 persons, 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 account owner(s) hereby releases the Credit Union from any and all liability, claims and demands whatsoever which arise from or in any way relate to the account owner's possession of any large sums of cash from the moment possession of same is made available to the account owner; and the account owner will execute and deliver any further releases the Credit Union may require in connection with any such withdrawal. **Closing Accounts:** When either you or the Credit Union close any accounts certain funds may not be immediately made available to you upon closing. This is due to actions you have taken or your relationships with third parties that may result in certain holds that affect your available funds versus your actual funds. Please read this entire section for a complete explanation of these matters. Once all these matters are cleared so that your accounts are no longer responsible for any sums these other parties may claim, then any remaining funds shall become available funds and will be paid to you.
- c. **TERM SHARE CERTIFICATES:** Any Term Share Certificate Accounts offered by the Credit Union are subject to the terms of this Agreement, the Fee Schedule, and any account receipt or certificate, which are incorporated herein by reference.
- d. **SHARE DRAFT 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. 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 Fee Schedule for each requested item and/or for research, as applicable.
- e. **CHECKS YOU REQUEST FROM THE CREDIT UNION:** If you request any check be issued by speaking directly to a member service representative on the telephone, the check(s) may be made payable to the account owner of your choosing and mailed to the address of record after your identity has been verified in accordance with our security procedures.

- f. **TEMPORARY HOLDS AND AUTHORIZATIONS FOR AMOUNTS IN EXCESS OF TRANSACTIONS:** In order 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 three (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 VISA® Debit Card when checking in at hotels or renting cars (which are the primary source of such holds/authorizations).
10. **COLLECTION ITEMS:** We may accept certain items on a collection basis only. We route and process collection items separately from your other deposits. We will only credit your account for collection items after we receive payment for them. We may also receive items from other financial institutions on a collection only basis. Upon presentment of a collection item, we will follow the presenting institution's instructions and pay the item if funds are available in your account, or otherwise pursuant to your agreements with us. The financial institution on which the collection item is drawn may 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.
11. **ACCOUNT RATES AND FEES:** Fees applicable to all accounts and account services are set forth in the Fee 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 and the Fee Schedule. You agree that we may change the Fee Schedule at any time upon proper notice as required by law.
12. **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. You authorize the use of facsimile signatures and electronic signatures under applicable laws. We shall not be liable for honoring any instrument that appears to bear your 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.
13. **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. In addition, 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.
14. **POA (POWERS OF ATTORNEY):** You agree that regardless of any laws, rules or regulations we may in our sole discretion refuse to honor or accept a POA to open, close, deposit, make transactions on any account, supply endorsements on checks or any other items, or to take any other action with respect to an account, loan or other service. The Credit Union may allow a third person acting as your attorney-in-fact to make transactions regarding your account(s) or conduct other business on your behalf without any liability to you, pursuant to a POA, but have no obligation to do so. You agree that we have no obligation to verify the scope, authenticity, and validity of any POA presented to us. If we accept the POA, we have no duty to inquire as to the use or purpose of any transaction(s) by your attorney-in-fact, and may restrict or refuse account access, withdrawals and transactions. You further agree we may require that a POA be registered with the appropriate recording authorities. We may restrict the types or amounts of transactions we permit an attorney-in-fact to conduct. We may require a separate form for each account or service for which you want to grant power of attorney. If your agent or attorney-in-fact does not present the original form, we may either accept or refuse to honor any power of attorney you grant and with no liability to you. If we accept a power, we may continue to recognize the authority of your agent or attorney-in-fact until we receive written notice of revocation from you and have

had a reasonable time to act on it. We within our discretion may not recognize a POA given by one owner of a joint account without the consent of the other joint account holder(s). You agree to indemnify and hold the Credit Union harmless for accepting and/or honoring any POA, or copy thereof, which we accept in good faith and believe to be valid and authorized by you.

15. **SHARE OVERDRAFT, OVERDRAFT PRIVILEGE, AND OVERDRAFT PROTECTION LOAN(S):** Transfers from the primary share account are automatic. Automatic transfers from accounts other than shares are optional upon request. Transfers from your linked account are made in the exact amount needed to cover the overdraft.
- a. **SHARE OVERDRAFT:** The Credit Union provides overdraft protection on your share draft account automatically from share accounts if funds are available (Par Value of \$1.00 must be maintained). Money will be transferred in amounts needed for each item or multiple items with no charge for transfers. Any items attempting to clear without available funds, or after the transfer limit has been met, will be returned and subject to a fee in accordance with our Fee Schedule. If you are eligible for Overdraft Privilege, this charge will still apply and the checks will be paid up to \$750.00. There is no charge and no limit for transfers requested in person.
 - b. **OVERDRAFT PRIVILEGE AND OVERDRAFT PLUS:** Our Overdraft Privilege program is a \$750.00 overdraft privilege available on share draft accounts. Most members are eligible and automatically enrolled in this program after the account is opened for ninety (90) days with the exception of: REset checking accounts, fiduciary accounts, minor accounts, accounts overdrawn, accounts with loans in default, accounts which have become dormant/inactive, accounts subject to any legal or administrative order or levy, derogatory accounts such as bankruptcy or charge-offs, loss of contact between the Credit Union and the member/account owner, or others denied for reason by a Credit Union officer. Should you ever inadvertently overdraw your account for any reason, we may at our discretion, elect to automatically cover your overdraft up to \$750.00. You will have thirty (30) days to repay your overdraft or it will be turned over to collections. Should an overdraft occur by check, ACH, POS, ATM withdrawals, or other electronic means, your account will be charged an Overdraft Fee of \$20.00 as reflected in our Fee Schedule. Please note that any item or transaction can be presented for payment multiple times, which is beyond the control of the Credit Union. Each presentment will be charged a separate Overdraft Fee even though it may be for a repeat presentment. This is the same fee amount the Credit Union charges for checks drawn against non-sufficient funds, which are commonly returned to the payee. The Credit Union has the right to revoke this privilege at any time and for any reason it deems fit. You must opt in for ATM and one-time debit card transactions to be covered by Overdraft Plus, and you will be charged a fee of twenty dollars (\$20.00) for each of the transactions that create an overdraft. Should you wish to opt out of the Overdraft Privilege program, please contact a Member Service Representative at (256)543-7040 or (800)470-0704. Overdraft Privilege requires no signature, but may be denied by the Credit Union. If you are a recipient of federal or state benefits payments, you must notify us in writing at P.O. Box 1400, Gadsden, Alabama 35901 or visit one of our locations if you do not wish us to deduct the amount overdrawn and the fee for the overdraft from funds that you deposit or that are deposited into your account. Please be advised that if you disallow us from deducting the amount overdrawn and the fee for the overdraft from funds deposited into your account, your Overdraft Privilege service will be discontinued.
 - c. **OVERDRAFT PROTECTION LOAN(S):** Overdraft Protection Loans are available with lender approval. The Credit Union has no obligation to notify you of any Transfer, Insufficient Funds, or Overdraft fee that creates a negative 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, 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. 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. Please see the letter on pages thirty-one (31) and thirty-two (32) of this Agreement for further details regarding Overdraft Privilege.
16. **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 Fee 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.
17. **SPO (STOP PAYMENT ORDER):** If you don't want us to pay a specific written instrument such as a personal check, you can ask us to place a 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. You agree that we are not obligated to honor a SPO that does not contain accurate information provided in a timely manner. 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 can release the SPO. We will charge you a service charge for any SPO as set forth in the Fee Schedule. If you give an oral SPO that is not confirmed in writing by you or us within fourteen (14) calendar days, your SPO will expire and the instrument may thereafter be paid by us.

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

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

to provide us with complete or accurate information; or if you 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.

If you seek to return any cashier's check or like item after it is issued to you or another, then you agree that we may treat such items as "lost, stolen, or destroyed" under the Uniform Commercial Code and reimbursement may not be made for ninety-one (91) days from the date of issuance.

You will be charged the Stop Payment fee disclosed in the Fee Schedule at the time the SPO is received. If the SPO is ineffective for any reason, you will be charged the Transfer, Insufficient Funds, and/or Overdraft fee as disclosed in the Fee Schedule if sufficient funds are not available in your account.

18. **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, refuse to honor orders to pay or withdraw sums from the account(s); and/or 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).
19. **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 Agreement Signature Card. If provided electronically, you will be sent a notice via email that will direct you to a site where you may access your statement as otherwise agreed. Emails from us will be sent to the email 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.

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 you do not report to us in writing within a reasonable time [not to exceed sixty (60) days after we mail the statement or make the statement available to you]; or which results from a forgery, counterfeit or alteration so clever that a reasonable person cannot detect it (such as 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).

You agree that this sixty (60)-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 canceled 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 you have given us the above notice, and the legal action begins within one (1) 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 thirty (30) days of the date of mailing, you agree to complete and return an affidavit of forgery on the form we provide to 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 thirty (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.

20. **CHANGE OF NAME OR ADDRESS:** You agree to promptly notify us of any change of your name or address, including your email or other electronic address. If we receive notice that the address you provide to us is no longer correct, or has changed without notice to us, the Credit Union may, in its discretion, charge a fee as set forth in the Fee Schedule for processing returned mail and discontinue sending any statements, notices or other items to you until verifiable information is provided to correct any deficiency under this provision. If we receive returned mail on your account, a monthly Bad Address fee will be assessed as described in the Fee Schedule beginning the following month until your records have been updated.
21. **DORMANT ACCOUNTS:** If your account falls below any applicable minimum balance or you have not made any transactions within the preceding 365-day period, we may classify your account(s) as dormant. 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. Unless specifically prohibited by applicable law, we may also charge a service fee as set forth in the Fee Schedule for processing your dormant account. Unless prohibited by applicable law, we further reserve the right to transfer your dormant account funds to a general Credit Union account and to suspend any further account statements.

22. TERMINATION OF ACCOUNT(S) AND SERVICE(S) AND MEMBERSHIP EXPULSION: 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:

- a. there is a request to change the owners or authorized users;
- b. there is a fraud/forgery or unauthorized use committed or reported;
- c. there is a dispute as to ownership of any account or sum on deposit;
- d. there are any share drafts that are lost or stolen;
- e. there are returned unpaid items (transactions not covered by an overdraft protection plan with us or any abuse of any such plan per our assessment thereof);
- f. there is any misrepresentation regarding any account(s) or service(s);
- g. 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;
- h. we believe you have been negligent in protecting any access devices or codes;
- i. 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;
- j. 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;
- k. 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;
- l. you have an account that does not maintain a required par value for a membership account or any balance as to all other accounts;
- m. you participate or facilitate any transaction for another person who is prohibited from making transactions with us pursuant to applicable laws or Credit Union policy/procedure;
- n. you make unauthorized posting(s), deface or remove notices or signs on Credit Union premises and/or social media sites without management authorization;
- o. you misappropriate Credit Union funds, property, or other material proprietary to the Credit Union;
- p. you deliberately or repeatedly violate security procedures or safety rules;
- q. you are found to be in possession of, using, or under the influence of illicit drugs on Credit Union premises;
- r. you engage in use or possession of weapons of any kind on Credit Union premises except for on-duty law enforcement officers or security officers;
- s. you refuse or fail to cooperate as provided in this Agreement; or
- t. 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. Member expulsion will occur by majority vote of a quorum of directors. Any person expelled from membership shall have the right to file a written appeal to the Board of Directors, petitioning them to reconsider the expulsion. A member who has been expelled may not be readmitted to membership except upon approval by a majority vote of the Board of Directors after application and proof that the applicant remains within our field of membership and has adequately explained, addressed, and/or remedied the conditions of the previous expulsion. No more than one such application for readmission may be made within any twelve (12) month calendar period. 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 share draft 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 share draft 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).

23. STATUTORY AND CONSENSUAL LIENS ON SHARES: State law provides and you grant unto us a lien on any and all funds in any account(s) from which you may make withdrawals (including any joint accounts) in the event of failure to satisfy any outstanding financial obligation due and payable to us. We may exercise our rights without any notice to you and regardless of who contributed the funds to the account. 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. This lien secures all obligations to us, including but not limited to those arising pursuant to any loan agreements, this Agreement, insufficient funds items, fees, costs or expenses or any combination or all of the above. If your account receives a direct deposit of Social Security or SSI (Supplemental Security Income), or any other federal or state benefits exempt from legal process, you consent to our right to exercise our lien against such deposits to satisfy any overdraft and associated fees, or to satisfy any other obligation you owe to us. Our lien rights may not apply to your account if it is an IRA or the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest).

24. 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. If your shares fall below the minimum balance required to maintain an account with us, a notice will be given and you will have thirty (30) days in which to make the required deposit. Failure to do so will be considered an account closure by default.

25. **COLLATERAL PRESERVATION:** You specifically agree that all funds 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 the right to safeguard or “freeze” funds on deposit shall not constitute a violation of the automatic stay afforded by the bankruptcy code.
26. **TELEPHONE REQUESTS; RECORDING DATA/COMMUNICATIONS AND CONSENT TO COMMUNICATIONS FROM THE CREDIT UNION:** You agree that funds in any account(s) with us can be transferred upon the telephone request of any owner on the account to another account with us. Furthermore, we reserve the right to refuse to execute any telephone request or order. You consent that any communications by any means with us or our affiliates may be monitored and recorded. When you access any services we offer/provide including online and mobile banking to conduct transactions, the information you enter may also be recorded. By 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.
27. **INFORMATION ABOUT YOUR ACCOUNTS AND ABOUT YOU:** Generally, we will not disclose information to third parties about your account(s) or about you without your permission; however, we may disclose information in the following scenarios:
- when it is necessary to complete transfers or transactions, or to send notice of dishonor or non-payment;
 - to our accountants;
 - to state or federal government regulators;
 - to exchange, in the regular course of business, credit information with other banks, financial institutions, or commercial enterprises, directly or through credit reporting agencies;
 - to advise third parties of accounts closed for misuse;
 - to furnish information to appropriate law enforcement authorities when we reasonably believe we have been the victim of a crime;
 - to comply with government agency or court orders, subpoenas or other legal process or to furnish any information required by statute;
 - to furnish information about the existence of an account to any judgment creditor of yours who has made a written request for such information; or
 - when we are attempting to collect an obligation owed to us.

In addition, you understand and agree that we may, from time to time, request and review consumer credit reports and other information about you prepared by credit reporting agencies or others. You will be responsible to pay all legal, copying and other expenses incurred by us or payable as detailed in this Agreement and Fee Schedule regarding any subpoena or other legal process.

You may apply for additional financial services or seek to refinance your loan and other obligations from time to time with other lenders or financial service providers. You may also seek to sell, trade, transfer or exchange collateral pledged to secure your obligations to us. You authorize and specifically grant us permission to provide orally, electronically or in writing “payoff” and other information including the amounts you owe on all obligations to us, if we receive a request which we in good faith believe to be related to any such application, refinancing, sale, trade, transfer or exchange. To expedite such transactions 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.

28. **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. Under this provision, you understand and agree that we may refuse any particular transaction, transaction type, or request when we in good faith believe that the transaction or request may expose the Credit Union to a risk of loss; involve a fraud or scam; be illegal; or otherwise not in the best interest of the Credit Union.
29. **MISCELLANEOUS/GOVERNING LAW:** This Agreement and your and our rights and obligations under this Agreement and any other relationships to which this Agreement applies, are governed and interpreted according to federal law and the law of the state where your account is located. If you are not sure where your account is located, please refer to the Fee Schedule, which is a part of this Agreement. Generally, your account is located in the State of the Credit Union’s principal office. We reserve the right to transfer your account to another location in another state, which will be noted in the Fee Schedule or any amendments provided to you. If state law and federal law are inconsistent, or if state law is preempted by federal law, federal law governs in all respects. Our website and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union or a third-party service provider under contractual agreement with the Credit Union. While you may choose to access our website and electronic services from other locations, we make no representation that any information, materials, or functions included in our website 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.

30. **AMENDMENTS AND CHANGES:** Changes to any account or account service requested by any 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 this Agreement shall be effective at the earliest time allowed by applicable law.
31. **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, 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 or user who orders or causes said transaction(s).
- Rights of Survivorship:** Unless your Account Agreement Signature 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. The Credit Union's right of set-off or pledge of shares takes priority over all other interests including but not limited to any rights of account beneficiary. We may not release any funds to a survivor until all required legal documents are delivered to us.
32. **POD (PAYABLE ON DEATH) DESIGNATIONS:** POD accounts are governed by your agreements with the Credit Union and applicable state law. The account owner hereby agrees that all sums now paid on shares and all accumulations thereon, are and shall be owned by the account owner during his/her lifetime. 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, these funds shall be owned in equal shares by the beneficiaries and payable to the beneficiary(ies) designated by your Account Agreement Signature Card and pursuant to applicable laws. During their lifetime, owners may change any designated beneficiary by completion of a new beneficiary modification form. If any beneficiary is not of legal age at the time the account(s) are to be paid to beneficiaries hereunder, said amounts will be paid to the legal guardian of such beneficiaries or as otherwise allowed by applicable law; and upon such payment you agree that we are released from any and all claims and obligations and shall be indemnified per the provisions of section 41 below. Payable on Death accounts are "without rights of survivorship;" meaning that if all named POD beneficiaries pre-decease the owner(s) the applicable funds shall be paid to the estate of the last surviving owner. Any POD payee designation shall not apply to IRAs, which shall be governed by a separate beneficiary designation. Term Share Certificate POD beneficiaries will be listed on the Term Share Certificate and will no longer assume the POD from the share account. It is further agreed that upon the vesting of any interest in any rights of a POD beneficiary all sums payable shall be subject to any right of set-off between us and the POD beneficiary.
33. **UTMA (UNIFORM TRANSFERS TO MINOR ACT):** Shares in an account hereunder may be issued in the name of the beneficiary (minor) named in the Account Agreement Signature Card with a custodian for the minor named in the Account Agreement Signature Card under the UTMA. We are hereby authorized to act without further inquiry in accordance with writings bearing the custodian's signature. The terms of this account contract hereby are deemed to include the provisions of said statute of this state, as it may be amended. Any appointment of a successor custodian shall take effect in the event of the resignation, death or legal incapacity of the original custodian. Upon such occurrence, we will deliver said account, together with a copy of the instrument of designation, into the custody of the successor custodian named; we, upon our receipt of actual or written notice of such event, are directed to make such delivery. Any payment by the Credit Union to the custodian, successor custodian, or to the named minor (upon receiving information indicating minor has attained the age pursuant to the UTMA to which the named minor is entitled to the funds) shall relieve the Credit Union from any and all liability resulting from, in relation to, or created by this account or any action or inaction relating thereto.
34. **MINOR ACCOUNTS:** Age requirements are as follows: Embark Youth Club accounts [twelve (12) years of age and younger] and Empower Teen Club accounts [Ages thirteen (13) through seventeen (17)]. We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law. Youth members under the age of sixteen (16) are required to have a parent, grandparent, legal guardian, or other approved adult joint owner to open a new share account; however, youth members that have reached the age of sixteen (16) may open a new share account and sign for transactions. Once a Embark Youth Club member has reached the age of thirteen (13), they are eligible to open a share draft account and apply for a VISA® Debit Card as long as an adult joint account owner meets the qualifications for these services. These accounts shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay 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 account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority unless authorized in writing by the member and any remaining account owners. Embark Youth Club accounts are not eligible for a VISA® Debit Card.
35. **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 Account Agreement 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.
36. **REPRESENTATIVE PAYEE, VA FIDUCIARY AND OTHER GOVERNMENT FIDUCIARY ACCOUNTS:** The Representative Payee/Fiduciary ("Fiduciary") agrees to be bound by the terms of this Agreement and to furnish us, upon request, a copy of the written authorization from the SSA (Social Security Administration), VA (Veterans Affairs) or other authorization designating the Fiduciary and such other documents and authorizations as we may deem necessary or appropriate. In opening a Fiduciary account, the Credit Union acts only as a depository for the Beneficiary's SSA/SSI/VA funds, and is under no obligation to act as a Fiduciary or to inquire as to the powers or duties of the appointed Fiduciary. The Fiduciary agrees that he or she are liable to us for any and all obligations incurred by any actions

dealing with the account and agree to indemnify and hold the Credit Union harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by the Fiduciary.

37. **CLUB ACCOUNTS:** The Credit Union offers club account(s) to help you save for Christmas, vacations or other purposes. Funds are available for withdrawal at any time with no withdrawal penalties. See the Truth in Savings Act Disclosures for minimum balance requirements to maintain these accounts. If the required minimum balance is not maintained, your club account will be closed and the remaining funds, if any, will be transferred to your share account.
38. **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.
39. **EMAIL 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 email 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 email or other electronic communication, and may respond to an email at either the address provided with the communication, the email address in your Account Agreement Signature Card, or any other application or written communication actually received by us. Any account owner, co-borrower, or authorized user may change the email address for statements or other information from us at any time. The Credit Union may not immediately receive email communications that you send. If you provide us with an email address(es) on your Account Agreement Signature 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 email communications. You expressly consent and agree to us, our agents or any parties we authorize sending and receiving any communications hereunder by facsimile or other electronic methods including any offers for Credit Union, affiliate or third-party services and/or products.
40. **DEATH OF ACCOUNT HOLDER:** 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 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 Agreement Signature Card (i.e., POD designation). If no express beneficiary(ies) is provided, survives the death of the last owner, or cannot 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.
41. **GENERAL LIMITATION ON CREDIT UNION LIABILITY & DISPUTES:** We are not liable to you for any loss caused by an event that is beyond our reasonable control or 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 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 any legal, regulatory or governmental action initiated by any person and/or private or government organization against you or your accounts for information concerning you or the accounts, or 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 or otherwise determine 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 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.

42. **COSTS, EXPENSES AND ATTORNEY’S FEES:** All owners of account(s) or service(s) with us agree, jointly and severally, to pay us for all costs and expenses, including attorney’s fees we may incur:

- a. if it is necessary for us to bring any legal or other action to collect any sum you owe the Credit Union;
- b. if we incur any costs or expense as a result of any order or instruction received from any owner or any owner's agent under this Agreement, any adverse claim, or legal process;
- c. if you fail to comply with any obligation in this Agreement;
- d. if we incur any expense as a result of any dispute, adverse or inconsistent claims;
- e. if we bring any action contemplated in this Agreement;
- f. if we successfully defend any claim against the Credit Union brought by any owner, agent, personal representative, executor, heir or other party in interest brought via any formal or informal process (including but not limited to arbitration or mediation) involving your accounts or services with us; or
- g. if we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality of any transaction(s) to/from your accounts or involving any services with us, or any request for information or documentation regarding any of your accounts and/or services with us.

If you are responsible to pay us any costs of collection or legal expenses incurred in collecting any amount you owe, in enforcing or protecting our rights under this Agreement or otherwise, or as provided in this subsection, including but not limited to costs of repossession, repair, appraisal, and all other costs or expenses, you agree to pay us the actual amount of such costs and expenses together with reasonable attorney’s fees. In the case of any collection action you agree that twenty percent (20%) of the unpaid balance, or such greater sum as may be appropriate based on the circumstances, shall be a reasonable amount, unless applicable law specifically provides otherwise. Further, you agree to pay the Credit Union an additional sum for any costs, legal expenses or attorney’s fees incurred in any appellate, bankruptcy or post-judgment proceedings, except as limited or prohibited by applicable law. Any costs, expenses or fees hereunder will be paid from any of your account(s) with the Credit Union before payment to any owner or other party. If the amounts in your account(s) are not sufficient, then the owner(s) of the affected account(s) or parties to any applicable services will immediately pay any difference.

43. **THIRD-PARTY DOCUMENTS:** From time to time, you may present us with certain documents to which we are not a party. Examples include, but are not limited to, trust agreements, business operating agreements, contracts, court orders such as divorce settlement agreements, etc. We may require such documents for the purpose of 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 imply or impute knowledge of the contents of such documents to the Credit Union or its employees.

RESOLVING CLAIMS

ARBITRATION PROVISION. READ THIS ARBITRATION PROVISION CAREFULLY: IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

Under the terms of this Arbitration Provision, and except as set forth below, Claims (as defined below) will be resolved by individual (and not class-wide) binding arbitration in accordance with the terms specified herein, if you or we elect it. These provisions shall apply to any claim arising or relating to any Claim existing now or in the future and shall apply to existing and future accounts.

YOUR RIGHT TO OPT OUT; EFFECT OF ARBITRATION.

This Arbitration Provision will apply to you and us and to your account as of the date your account was opened (or, if you are an existing member, as of the date of this Arbitration Provision), unless you opt out by providing proper and timely notice as set forth below. If a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general or other representative action in court or in arbitration; or (4) join or consolidate a Claim with those of any other person. The terms in this Section shall not limit or constrain our right to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to collect any fees, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies. This Arbitration Provision will survive the termination of your Master Account Agreement and Disclosures. See further details below.

JURY and CLASS ACTION WAIVER

AS PERMITTED BY LAW, YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE BOTH GIVE UP THE RIGHT TO TRIAL BY JURY. THIS IS A JURY TRIAL WAIVER.

NO CLASS ACTION OR JOINDER OF PARTIES: YOU AND WE AGREE THAT NO CLASS ACTION, PRIVATE ATTORNEY GENERAL, OR OTHER REPRESENTATIVE CLAIMS MAY BE PURSUED IN ARBITRATION, NOR MAY SUCH ACTION BE PURSUED IN COURT IF EITHER YOU OR WE ELECT ARBITRATION. UNLESS MUTUALLY AGREED TO BY YOU AND US, CLAIMS OF TWO OR MORE PERSONS MAY NOT BE JOINED, CONSOLIDATED, OR OTHERWISE BROUGHT TOGETHER IN THE SAME ARBITRATION (UNLESS THOSE PERSONS ARE JOINT ACCOUNT OWNERS, BORROWERS OR BENEFICIARIES ON YOUR ACCOUNT AND/OR RELATED ACCOUNTS, OR PARTIES TO A SINGLE TRANSACTION, LOAN OR RELATED TRANSACTION). IF THIS SPECIFIC PARAGRAPH IS DETERMINED BY TO BE UNENFORCEABLE, THEN THIS ENTIRE PROVISION SHALL BE NULL AND VOID, BUT ALL OTHER PROVISIONS HEREIN SHALL REMAIN FULLY BINDING.

Definitions

“We,” “Us” and “Our.” Solely as used in this Arbitration Provision, the words “you” and “yours” mean anyone who signs a Membership and Account Application and Account Card, or similar document. The words “we,” “us” and “our” mean the credit union and includes the credit union’s employees, officers, directors, volunteers, affiliates, predecessors, acquired entities, successors and assigns. “Account.” For purposes of this Arbitration Provision, the word “account” means any one or more savings, checking or other accounts you have with us and the features and services provided in connection with it or them. The word “savings” means any share or time deposit account you have with us. The word “checking” means any share draft account you have with us. These terms include, but are not limited to: checking accounts, savings accounts, money market accounts, certificates of deposit, UTMA accounts, and accounts held for trusts. “Account” also refers, collectively and separately, to any services associated with any account. Further, “account” shall include any loan or lending relationship with us as a borrower, co-borrower, guarantor, owner of collateral or third-party pledgor. A loan or lending relationship shall include any products or services obtained in connection with or arising from the lending relationship. “Claim.” A “Claim or claim” subject to arbitration is any demand, cause of action, complaint, claim, asserted right, or request for monetary or equitable relief, whether past, present or future, and based upon any legal theory, including contract, tort, consumer protection law, fraud, statute, regulation, ordinance, or common law, which arises out of or relates to your Master Account Agreement and Disclosures, your deposit account(s) or loan account(s), the events leading up to your becoming an account holder or borrower (for example, advertisements or promotions), any feature or service provided in connection with your account(s), or any transaction conducted with us related to any of your accounts or services. Notwithstanding the foregoing, the term “Claim” excludes: (a) any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, including the Class Action Waiver below (a court will decide such disputes or controversies); and (b) any individual action brought by either party in small claims court or your state’s equivalent court, unless such action is transferred, removed or appealed to a different court.

Arbitration Procedures:

- a. Agreement to Arbitrate Claims. Unless you opt out as provided below, you or we may elect to arbitrate any Claim.
- b. Electing arbitration. If you or we elect to arbitrate a Claim, the party electing arbitration must notify the other party in writing. Your Notice to us shall be sent to: PO Box 1400 Gadsden, AL 35902. Our Notice to you shall be sent to the address for you currently in our files. Any arbitration hearing that you attend will take place in Etowah County, AL. If a party files a lawsuit in court asserting a Claim and the other party elects arbitration, such Notice may be asserted in papers filed in the lawsuit (for example, a motion by the defendant to compel arbitration of Claims asserted by the plaintiff in a lawsuit filed in court). If you or we commence litigation of a Claim, neither you nor we waive our right to elect arbitration with respect to any counterclaim or other Claim that you or we may make. In the event that a court grants a motion to compel arbitration, either party may commence the arbitration proceeding in accordance with the rules and procedures of the arbitration administrator specified in this section.
- c. Fees and Expenses of Arbitration. The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an

award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails.

- d. Arbitration administrator and rules. The party electing arbitration must choose between one of two administrators: (1) the American Arbitration Association ("AAA"), or (2) JAMS. The administrator chosen will apply its rules and/or codes of procedures in effect at the time arbitration is elected. You may obtain a copy of the rules and/or codes, and more information about initiating an arbitration, by: (1) contacting AAA at: 1-800-778-7879 or visiting: www.adr.org, or (2) contacting JAMS at: 1-800-352-5267 or visiting: www.jamsadr.com. The arbitrator is bound by the terms of this Agreement. If neither AAA nor JAMS can serve, the parties may agree on another administrator, or a court may appoint one.
- e. What law the arbitrator will apply. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. However, the arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the Federal Arbitration Act (FAA), that would apply if the matter had been brought in court.
- f. The arbitrator's decision and award; attorney fees. At the timely request of either party, the arbitrator shall provide a brief written explanation of the grounds for the decision. The arbitrator may award any damages or other relief or remedies that would apply under applicable law, as limited in Section (e) above, to an individual action brought in court.
- g. Effect of arbitration award; appeal. The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the Federal Arbitration Act.

Federal Arbitration Act. Your Master Account Agreement and Disclosures, Other Services Agreements or Disclosures and Loan Agreements evidence transactions in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Provision. If a specific law expressly requires otherwise, then that law will apply in place of any of the foregoing without invalidating any other provisions in this Section.

Conflicts; Severability; Survival. This Arbitration Provision is intended to be broadly interpreted. In the event of a conflict between the provisions of this Arbitration Provision and the AAA or JAMS rules, or any other terms of the Master Account Agreement and Disclosures, the provisions of this Arbitration Provision shall control. If any part of this Arbitration Provision is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except as provided by the Class Action Waiver. This Arbitration Provision shall survive: (1) the closing of your account(s) and the termination of any relationship between us, including the termination of your Master Account Agreement and Disclosures, and (2) any bankruptcy to the extent consistent with applicable bankruptcy law.

Jurisdiction and Venue. Any action or proceeding regarding this Section, your account or this Membership Account Agreement & Disclosures pursuant to the jurisdiction and venue provisions you have agreed to as set forth in Section 29 above and the Fee Schedule. You submit to the personal jurisdiction of the State listed in the Schedule. Any action or proceeding will be governed by and interpreted in accordance with the Governing Law Section of the Schedule.

RIGHT TO OPT OUT. You may opt-out of this Arbitration Provision by calling us toll free at: 1-256-543-7040, or by sending us a written notice which includes your name(s), account number(s), and a statement that you (both or all of you, if more than one) do not wish to be governed by the Arbitration Provision in your Account Agreement (the "Opt-Out Notice").

To be effective, your written Opt-Out Notice must be: (1) sent to us by first class mail or certified mail, return receipt requested, at: PO Box 1400 Gadsden, AL 35902, and (2) signed by you (or all of you, if more than one party to any relationship) including the information set forth above. We must receive your telephone call or written notice within forty-five (45) days after either: (i) the date this Arbitration Provision was first delivered or otherwise made available to you, in paper or electronic form, or (ii) the day you open your account, whichever is later. Your decision to opt out will not affect any other provision of your Master Account Agreement and Disclosures. If the Arbitration Provision of your Master Account Agreement and Disclosures has already been delivered or otherwise made available to you, amendments to your Master Account Agreement and Disclosures will not give you a new right to opt out of this Arbitration Provision, unless we amend a substantive clause of the Arbitration Provision.

ELECTRONIC FUNDS TRANSFERS AGREEMENT AND DISCLOSURES

PURPOSE OF THIS SECTION: All terms set forth in this Agreement remain in effect, except as specifically modified in this section. This Agreement defines your and the Credit Union's rights and responsibilities with respect to transactions. You agree to abide by this Agreement, and all rules, regulations and instructions of the Credit Union and the networks relating to the use of any access device, as amended, modified or revoked. The Credit Union may not offer all services discussed in this Agreement at this time.

TRANSACTIONS WE FACILITATE: As a user of electronic funds transfer service, you may have access to: iTalk, Online Banking, Mobile Banking, VISA® Debit Card, and ACH (Automated Clearing House) services.

The following are types of EFT (Electronic Funds Transfers) we may offer now or in the future, not all of which may apply to your account. Please read this disclosure carefully because it explains your rights and obligations for the transactions listed: POS (Point-of-Sale) transfers, ATM (Automated Teller Machine) transfers, direct deposits or withdrawals of funds, transfers sent via ACH, 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), Online Banking, and Mobile Banking.

PREAUTHORIZED CREDITS: You may arrange for certain direct deposits to be accepted into your Credit Union share account, club account, share draft account, and/or Money Market account.

PREAUTHORIZED PAYMENTS: You may make recurring payments from your share account, club account, share draft account, and/or Money Market account.

ECK (ELECTRONIC CHECK CONVERSION) TRANSACTION: An ECK transaction occurs when an account owner authorizes a one-time EFT from his or her account using information from a check to initiate the transfer. An ECK transaction can only be processed when it has been authorized by the account owner. Authorization occurs when appropriate notice is received by the consumer, and the consumer elects to go forward with the transaction.

WIRE TRANSFERS: The following terms shall apply to all wire transfers of funds [as defined by Federal Regulation J and Article 4A of the UCC (Uniform Commercial Code), as set out in the Code of Alabama (1975), as amended] to or from any of the member's accounts at the Credit Union. Whenever an ACH is used as part of a transaction that does not involve Fed wire, the operating rules of the NACHA (National Automated Clearing House Association) will be applicable to ACH transactions involving your account. To the extent the terms contained in this Agreement are different than those in any other agreement or terms of accounts, this Agreement shall control and be deemed to modify such other agreements or terms of accounts.

We are not obligated to provide you with next-day notification of transfers to your account. You may, of course, inquire between periodic statements regarding transfers. You agree to examine the periodic statement within fourteen (14) days after it is mailed and immediately notify us of any discrepancy or error. If you fail to notify us within fourteen (14) days after the statement is mailed, you shall discharge and relieve us from any liability of claims, demands or expenses (including attorney's fees) in connection with such discrepancy or error.

All wire transfers will be made according to our commercially reasonable security procedure. The security procedure is intended to verify that an order is authorized, as well as detect errors in the content prior to transmission of the payment order. Prior to requesting wire transfers from your account(s) by telephone, you will be asked to establish a password or code number and set an optional limit for wire transfers requested in this manner. We will ask for this password or code number whenever you request a wire transfer by telephone. All wire transfer requests made in person will require a verifiable signature by the account owner. This procedure will also apply to any amendment or cancellation of a payment order. A payment order which has been verified by the security procedure is effective as your order, whether or not the order is in fact authorized by you. We may give you notice of a change in the security procedures. In that event, we shall have no obligation to accept any payment order from you or other authorized parties until you and the Credit Union agree in writing to an alternative security procedure.

If a beneficiary of a wire transfer is identified by name and an identifying account number, payments made to the beneficiary may be made on the basis of that identifying or account number even if the number identifies a person different than the named beneficiary. We will not be responsible for the amount of a transfer paid by means of a designated identification number or account number even if it goes to the wrong beneficiary. If a payment order identifies an intermediary or beneficiary's financial institution only by identifying or account number, we may rely on that number as being the proper identification of the intermediary or beneficiary's financial institution. If a payment order identifies an intermediary party or beneficiary's financial institution by both name and identifying number and the name and number identify different financial institutions, we and any receiving financial institution may rely on the identifying number as the proper identification of the intermediary party or beneficiary's financial institution. You agree to indemnify us for any loss or expense that results from our reliance on an incorrect identifying or account number. We are authorized to take the amount of such loss or expense from any account in which you have an ownership interest or the right to withdraw.

Any rate of interest which we may be obligated to pay as a penalty under applicable law shall be equal to the Dividend Rate paid on the account from which the wire transfer should have occurred or to which the proceeds of the funds transfer were or should have been deposited, whichever is lower. Our liability is limited to the payment of this interest. You agree that under no circumstances will we be liable for any indirect, incidental, consequential, punitive, remote or special losses or damages (including attorney's fees and costs) arising out of any claim by any person in connection with any matters subject to this Agreement, except where applicable law requires. We will not be liable for failure to comply with the terms of this Agreement caused by legal constraint, interruption, or failure of transmission and/or communications facilities, war, emergency, labor dispute, act of nature, or other circumstances beyond our control.

Unless you are notified otherwise, or other times are posted for various types of wire transfers, the cut-off time will be 4:00 p.m. CST (Central Standard Time) for outgoing domestic wires, 3:00 p.m. CST for outgoing foreign wires, or close of business (whichever is earlier) on each non-holiday weekday that we are open. You must make your wire request at least 30 minutes prior to the listed cut-off times, as to allow us

appropriate processing time. There is no cut-off time for incoming wires; however, we may post up to close of business that day. Payment orders, cancellations or amendments received after the applicable cut-off time may be treated as having been received on the next business day we are open and processed accordingly. Additionally, the cut-off time may be extended without notice to you if an intermediary or beneficiary institution is closed. We are under no obligation to accept a cancellation or amendment to the wire transfer order received by you but may do so at our option. We may, at our option, choose not to carry out your wire transfer order, including cancellation or amendment of an order, which is not in accordance with the terms of this Agreement; if the transfer is prohibited by a court order, garnishment, tax levy or the like; or we reasonably believe such transfer would result in a loss to us. We are not obligated to give you notice of such action but notice may be given in your next periodic statement or as otherwise required by law. Requests for wire transfers must be made in accordance with the rules and procedures which we have in place at the time of the request. It is the responsibility of the sender to make sure the wire transfer complies with all U.S. (United States) Laws. We may charge you a fee for the transfer or other related services according to our Fee Schedule at the time of the wire transfer order. We may cancel or modify this Agreement at any time without prior notice to you. You may not modify this Agreement without prior written approval from us. No representation or statement made by any employee of ours shall be binding upon us unless it is made in writing and signed by our authorized officer.

iTALK, ONLINE, AND MOBILE BANKING: You may access your account through the iTalk (our telephone transaction system), or on the web through Online Banking and/or Mobile Banking. To use the iTalk, you will need your account number, iTalk authorization code (PIN), and a touch-tone telephone. You connect to Online Banking from our website (www.emblemcu.com) by entering your base account number and your password. You must then accept any additional agreements and/or disclosures, select a new password, and respond to any challenge questions as required by our systems. You connect to Mobile Banking by visiting the appropriate app store for your device and searching for Emblem Credit Union. The download is free. To register, you will need your account number, the last four digits of the member's SSN, the member's date of birth, and the zip code associated with the address on the account. Once the account is verified, a username and password will need to be created. Touch ID, a service provided by Apple iOS, allows you to use your fingerprint to login to Mobile Banking securely instead of entering your username and password. When Touch ID authenticates a fingerprint registered to your device, a secure token is exchanged with our Mobile Banking application to permit access. We never receive or see your fingerprint information. Your username and password will not be stored on the device. For information on how Apple protects your fingerprint and Keychain data, please see Apple's Privacy Policy and iOS security guides. You may conduct the following types of transactions:

- a. View deposit and loan account balances and history
- b. Transfer funds between your accounts at the Credit Union (excluding Term Share Certificates and IRAs)
- c. Make loan payments from related share, club, Money Market, or share draft accounts (Credit Union loans only)
- d. Make deposits to eligible accounts through Remote or Mobile Check Deposit (if eligible)
- e. Access e-Statements (if enrolled)
- f. Access Bill Pay service (if eligible)
- g. Verify cleared transactions/checks

BILL PAY SERVICES: You may pay one-time or recurring bills through online Bill Pay. Payments may be made from share or share draft accounts. Some vendors will not accept electronic payments made through online bill payer systems. As vendor information is added, the system will state whether or not electronic payments will be accepted or paper checks will be mailed.

To Sign Up: To apply for this service, click on the Bill Pay tab located at the top of the account summary page in Online Banking and follow the instructions. Please note, members with REset checking accounts are not eligible to use Bill Pay. Bill Pay functions include the following:

- a. View pending payments
- b. View your payment history
- c. Perform payee maintenance (e.g., change vendor name and address)
- d. Add one vendor payment or multiple vendor payments at one time
- e. Contact support

Timing of Payments: The Credit Union processes payments through a third-party vendor and is not responsible for the timing of payments. Allow approximately ten (10) business days for your payment to reach the vendor. Mailed payments 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.

Canceling a Bill Pay Transaction and Your Stop Payment Rights: You may cancel or change a scheduled Bill Pay transaction as long as processing has not been initiated. After processing has been initiated, it is not possible to stop or cancel a payment. If we fail to cancel or stop any Bill Pay transaction, the payment will stand unless you show us that payment to the payee was unenforceable. If we re-credit your account after transferring funds over a valid and timely cancellation request, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee, and to assist us in any legal action taken against that person.

Inactivity: We will disable Online Banking accounts which have not been in use for twelve (12) 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 twelve (12) months. Bill Pay will be disabled after twelve (12) months of inactivity.

REMOTE OR MOBILE CHECK DEPOSIT: The Remote and Mobile Check Deposit services are designed to permit you to make deposits to allowable accounts from home or other remote locations by taking pictures of checks and delivering the images and associated deposit information to us or our designated processor.

To Sign Up: In order to utilize Remote or Mobile Check Deposit, first enroll in Online Banking or download our Mobile Banking application as instructed above under the section entitled "iTalk, Online, and Mobile Banking". You must review and agree to the Remote or Mobile Check Deposit User Agreement; after doing so, you will be able to make deposits to eligible accounts within the limits detailed later in this section. You may not be eligible to use the Remote or Mobile Check Deposit services if any or all of the following apply to your account(s):

- The Credit Union has revoked Overdraft Privilege
- The Credit Union has revoked the ability to conduct transactions through Shared Branching
- You have a REset checking account

Deposit Limits: Certain items are ineligible for processing through Remote or Mobile Check Deposit. A comprehensive listing of these ineligible items can be found in the Remote or Mobile Check Deposit User Agreement. We have established limits on the dollar amount of deposits made through Remote or Mobile Check Deposit. 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, as well as the Remote or Mobile Check Deposit User Agreement, and we will not be obligated to allow such a deposit at other times. There is no daily limit on the number of items, as long as the respective dollar limits are not exceeded. The daily and monthly dollar limits detailed below are based upon criteria such as account standing and length of membership. The Credit Union reviews accounts regularly and updates limits accordingly.

- New Consumer Account: Applies to a member whose account has been opened for less than ninety (90) days
 - Daily Limit: \$1,000
 - Monthly Limit: \$10,000
- Consumer Account: Applies to a member whose account has been opened for greater than ninety (90) days, which meets the definition of “good standing”, as detailed in the section entitled “To Sign Up” above.
 - Daily Limit: \$1,000
 - Monthly Limit: \$15,000

Availability of Funds: You agree that items transmitted using the service 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 5:00 p.m. Central Standard Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we may consider that the deposit was made on the next business day we are open. Our policy is to automatically delay the availability of funds from deposits that are submitted through Remote or Mobile Check Deposit for two (2) business days. 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.

INSUFFICIENT FUNDS TRANSACTIONS: If your account balance is insufficient to cover any transaction(s), we may treat these transactions as insufficient funds transactions or as overdraft requests if you have an approved overdraft protection plan with us (share overdraft, Overdraft Privilege, or Overdraft Protection Loan). The Credit Union reserves the right to refuse any transaction if you do not have an approved overdraft protection agreement with us.

LIABILITY: In no case will we be liable for consequential, indirect, or punitive costs or damages. The 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 our liability.

ATM TRANSACTIONS: You may access your account(s) by using your VISA® Debit Card and PIN (Personal Identification Number) to conduct the following transactions:

- a. Obtain balance information on share and share draft accounts.
- b. Make withdrawals from share and share draft accounts.
- c. Transfer money from share to share draft accounts and vice versa.

Some of these services may not be available at all terminals. Card parameters may affect which transactions may be conducted.

VISA® DEBIT CARD POS TRANSACTIONS: You may access your Credit Union share and share draft accounts at the ATM to obtain cash. You may access your Credit Union share draft account to purchase goods (in person), pay for services (in person), obtain 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 on the Internet.

FEES: Please refer to the Fee 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. The Credit Union may charge you a fee for using a non-Credit Union machine.

RIGHT TO DOCUMENTATION:

- a. **TERMINAL TRANSACTIONS:** You can obtain a receipt at the time you make any transfer to or from your account using any ATM or a POS terminal.
- b. **DIRECT DEPOSITS:** If you have arranged to have direct deposits made to your account(s) at least once every sixty (60) days from the same person or company, the person or company making the deposit may notify you each time they send us the money. You can call or write us 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, POS terminal, telephone, Online Banking, Mobile Banking, or debit 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 electronic transaction in a particular month. In any case, you will receive a statement or notice at least quarterly.

ELECTRONIC STATEMENTS (E-STATEMENTS): The Credit Union has the capability of capturing your periodic statement electronically 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 legally required notices and promotional material electronically. The Credit Union will provide you error resolution information with each periodic statement.

Equipment Required: e-Statements must be viewed through logging in to Online Banking. To use the Online Banking service, you must have access to the Internet through an Internet Service Provider (ISP). Any supported version of Chrome, Firefox, Internet

Explorer and Safari browsing software can be used to access Online Banking. You are solely responsible for obtaining, maintaining, upgrading and operating your ISP and any associated software. We are not responsible for any loss, damage or claim caused by your ISP, any related software, or your computer communication equipment. Adobe Reader version ten (10) or higher is required to view e-Statements. If you choose to print your statement, you will need access to standard printing capabilities.

Authorizing e-Statements: You must sign up for e-Statements through Online Banking. We will consider your request for e-Statements to be your agreement that the Credit Union will post your statement in a secure location and notify you via email that your statement is available for viewing. 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 the Fee Schedule for applicable fees.

Canceling e-Statements: To switch from e-Statements back to paper statements, contact us to reset your account for paper statements or visit the Services tab located on Online Banking. We may ask you to put your request in writing and deliver it to us within fourteen (14) business days.

Member Responsibilities: It is your responsibility to keep the Credit Union apprised of your current email address, and to contact us if you do not receive your statement or notice of statement.

STOPPING A PREAUTHORIZED PAYMENT: Contact us three (3) business days or more before the payment is scheduled to be made. We may require you to provide your request to us in writing fourteen (14) days after you call. See the Fee 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 (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

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

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. There are some exceptions to this, which include but are not limited to 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 Protection Loan or Overdraft Privilege limit, if applicable.
- c. The terminal where you were making the transaction does not have enough cash.
- d. The terminal or other system is 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.
- j. We have a reasonable basis to believe an access device has been compromised, or that other actions/circumstances cause us to believe there is a possibility of unauthorized activity or other risk involving an access device that we have issued.

INFORMATION DISCLOSURE: We will disclose information to third parties about your account or the transactions you make when it is necessary for completing transactions; in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; in order to comply with government agency or court orders, or if you give us your written permission.

BUSINESS DAY DISCLOSURE: Our business days are Monday through Friday. Holidays are not included.

IN CASE OF ERRORS OR QUESTIONS ABOUT TRANSACTIONS: In case of errors or questions about your electronic transfers, contact us as soon as you can. Errors may also be reported via email by using the Contact Us link on our website. (For any errors involving a line of credit account, you must review your Loan and Security Agreements and Disclosure Statements 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 us with your name and account number; a description of the transfer you are unsure about including the transaction type, date and a clear explanation of why you believe it is an error; and the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the 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, 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. We will tell you the results within three (3) business days after completing our investigation. If we decided that there was no error, we will send you a written explanation.

For transactions initiated outside the U.S., or resulting from a POS 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.

GENERAL RULES FOR USING YOUR ACCESS DEVICE: Use of the access device verifies your acceptance of the terms of this agreement. You acknowledge and agree to the following:

- a. Your access devices are for personal use only. You agree not to allow another person to use your access devices.

- b. You agree not to reveal your PIN to another person, and not to write your PIN on any access device. You are responsible for all transactions made by you or anyone else who uses your access devices with your knowledge and consent. You are also responsible for unauthorized use of your access devices to the full extent allowed by applicable law. In addition, any person other than yourself who uses your access devices is responsible for all transactions they make and for all transactions made by others with their permission. This does not limit your own responsibility. You agree to be responsible to maintain your access devices with maximum security.
- c. You authorize the Credit Union to debit/credit your accounts for all transactions as if each transaction were signed by you. Further, you agree that by acceptance or use of your access devices, the Credit Union is authorized to pay from any account necessary to satisfy any transaction, fee or service charge that results from the use or misuse of your access devices.
- d. You acknowledge that your access devices remains the Credit Union's property and agree to surrender your access devices to the Credit Union or its agent upon demand or through retrieval by any other method.
- e. You agree to use caution when using any ATM or other electronic terminal or device to complete any transaction contemplated by this Agreement. You further agree that the Credit Union shall have no responsibility to you or any user, or be liable for any personal injury or property damage which may occur as a result of any act before, during or after a transaction or other visit to any ATM or other electronic terminal location. You or any user assume the risk of nighttime use of any ATM or other electronic terminal location or other electronic banking device.
- f. An access device may be issued to any member or account owner of legal age when qualified under the rules, regulations, and by-laws of the Credit Union. Only one (1) access device may be issued to each member or account owner. Please reference number thirty-four (34) in the section of this Agreement entitled "General Terms and Conditions" for further details regarding debit cards for minor accounts.
- g. If your access device is lost or stolen, you agree to notify the Credit Union immediately upon discovery of such loss or theft. Replacement access devices may be issued by us at the cost set forth in the Fee Schedule. You agree to pay the Credit Union the fee in effect at the time for all copies that you request from us.
- h. The Credit Union shall not be responsible for the use or condition of any ATM or other electronic banking terminal or device it does not own. Further, the Credit Union will not be responsible for any failure of an ATM or other electronic banking terminal or device to function except as specifically provided for by law.
- i. The Credit Union reserves the right to add or delete ATM or other electronic terminal locations or other electronic banking devices as it deems necessary.
- j. You agree to hold the Credit Union harmless in its pursuit to locate, apprehend, and prosecute unauthorized use of any access device issued by the Credit Union, and you agree to assist the Credit Union in these efforts.
- k. The Credit Union reserves the right to make any changes in the daily withdrawal limits it deems necessary.
- l. The Credit Union is not liable for any claims you may have against a merchant, company or other financial institution arising from use of your access device.
- m. The Credit Union cannot stop payment on any POS transaction.
- n. **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 U.S. Dollars, VISA® will convert the charge into a U.S. 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 one percent (1%) will be applied to transactions that are converted from foreign currencies to U.S. dollars.
Cross-Border Transaction Fee - VISA® charges the Credit Union a Cross-Border Assessment, of up to one percent (1%) of 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 transactions initiated in a foreign country which are subsequently settled in the U.S., as well as transactions initiated in the U.S. but are ultimately settled in a country outside of the U.S. 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.
- o. You agree that by acceptance or use of an access device, or other EFT services the Credit Union is authorized to pay from any account you have, jointly or otherwise, with the Credit Union any amount necessary to satisfy any transaction, fee or service charge that results from your use or misuse of such services.
- p. You will not obtain any access device(s) to make transactions on your accounts with us that is not issued or approved by us.
- q. Merchants and others who honor the access device(s) may give credit for returns and adjustments. They will do so by initiating a credit with us, and we will then credit that amount to your account.
- r. You understand that you must keep your share and share draft checking account open in order for your applicable electronic services to remain valid. You agree to return all access devices if you close your account(s), or upon our request.

ACCESS DEVICE ACCEPTANCE: We do not promise that everyone will honor your access device, and we have no obligation to you if anyone refuses to accept your access device. We are not liable if any merchant, bank, financial institution or other party refuses to honor your access device, or otherwise fails to provide any services made available to you by Credit Union.

TERMINATION AND AMENDMENT: The Credit Union reserves the right at any time to terminate your right to make transactions and to retrieve or ask for the immediate return of any access device it deems necessary without prior notice to you. If notification is required by law, notice will be mailed to you at the address shown on the Credit Union's share account records. It is the obligation of each member to provide new addresses to the Credit Union.

ACCESS DEVICE REVOCATION: Any access device issued by the Credit Union may be revoked without notice to you in the event that any of the following conditions occur:

- a. Overdrafts occur as a result of insufficient or uncollected funds on an account.
- b. Transactions that occur on your account(s) result in a monetary loss to the Credit Union.
- c. Loan, VISA® or other delinquency with the Credit Union.
- d. Forced closure of a share or share draft account at the Credit Union due to misuse.

- e. Special balance requirements, if any, are not maintained by you.
- f. Any other situation in which the Credit Union deems revocation to be in its best interest.

SPECIAL RULES FOR PROVISIONAL CREDIT FOR VISA® DEBIT CARD TRANSACTIONS: If you believe a VISA® Debit Card transaction was unauthorized, we will credit your account within five (5) 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 may not credit 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.

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

UNUSUAL ACTIVITY: You agree that should we notice any unusual activity on your account, such as more frequent use or larger withdrawals than usual, we may try to contact you to verify that your account information has not fallen into the hands of an unauthorized user. If we do not reach you, we may choose to deactivate your access device in order to attempt to avoid possible losses. If we do, in fact, deactivate the access device, it may be reactivated by contacting the Credit Union. You understand that we have no obligation to keep up with how the account is usually used or to notify you if we notice unusual activity.

YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS: Notify us at once if you believe your access device has been lost or stolen. Telephoning is the best way of reducing your possible losses. 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.

YOUR LIABILITY FOR UNAUTHORIZED OR ERRONEOUS TRANSACTIONS THROUGH ALTERNATE PAYMENT SERVICES: If you link your account or access device to a non-financial institution payment service (alternative payment service) such as PayPal, Apple Pay, Zelle, Venmo, Cash App, and the like), you are responsible for transactions facilitated through such systems. You should consult the User Agreements for such payment services for actions to take in the event of unauthorized or erroneous transactions.

SPECIAL NOTICE TO VISA® DEBIT CARDHOLDERS: If unauthorized use of your VISA® Debit Card occurs, or unauthorized transactions are conducted on the Internet, 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 sixty (60) days after your statement was mailed to you. Visa® USA Operating regulations require the Credit Union to notify you of the following: If you participate in STAR Bill Payment or other PIN-less debit transactions using your Credit Union VISA® Debit Card, your transaction is considered a "non-Visa" transaction and may not receive Visa-associated protections and benefits. You should refer all STAR Bill Payment or other PIN-less debit transaction disputes to your biller rather than Visa.

For all other EFT transactions that require the use of a PIN or access device, if you notify us within two (2) business days, you can lose no more than \$50.00 if someone uses your card and PIN without your permission. If you fail to notify us within two (2) business days after you learn of the loss or theft of your access device and PIN, 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 \$500.00. If your statement shows transfers that you did not make, notify us at once. If you fail to notify 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 extended travel or hospitalization) kept you from notifying us, we may extend the time periods. If you believe that your access device or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you must call us at (256) 543-7040 or (800)470-0704, or write us at: Emblem Credit Union, P.O. Box 1400, Gadsden, Alabama 35902.

REPORTING A LOST CARD OR PIN: If you believe that your access device or PIN number 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 previously listed in this Agreement. If you recover your access device or PIN number after you have notified us, do not use it.

THE AVAILABILITY OF FUNDS YOU DEPOSIT WITH THE CREDIT UNION

This portion of the Agreement applies to all "transaction" accounts. Transaction accounts, in general, are accounts from which we 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. Share draft 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; in addition, 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 as disclosed in the Fee Schedule. 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 - ALL ACCOUNTS: 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 before close of business on a business day that we are open, we will consider that day to be the day of your deposit; however, if you make a deposit after close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Deposits you send by mail are considered deposited on the business day it arrives. 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:

- a. cash (if deposited in person to an employee of ours),
- b. electronic direct deposits,
- c. wire transfers, and
- d. the first \$275.00 from the aggregate of all other deposits made on any given day.

Cash and wire transfer deposits are subject to the provisions in the section entitled "Special Rules for New Accounts", and the \$275.00 availability is subject to the provisions in the section entitled "Longer Delays May Apply."

ACH TRANSFERS: If you initiate a wire transfer 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 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 may not be wired out of your Credit Union account to a non-Credit Union account until the third business day after the day we received the deposit.

DEPOSITS AT AUTOMATED TELLER MACHINES: Deposits are not accepted at any ATM machine at this time.

LONGER DELAYS MAY APPLY:

- a. **CHECKS:** In some cases involving paper checks, we may not make all of the funds that you deposit available to you as provided above; however, the first \$275.00 of your deposits will generally be available no later than the first business day after the day of deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit (or as soon after as reasonably practical). If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit (with the exception of checks deposited through Remote or Mobile Check Deposit or Shared Branching).
- b. **SAFEGUARD EXCEPTIONS:** Funds you deposit by check may be delayed for a longer period under the following circumstances:
 1. We believe a check you deposit will not be paid.
 2. You deposit checks totaling more than \$6,725.00 on any one (1) day.
 3. You redeposit a check that has been returned unpaid.
 4. You have overdrawn your account repeatedly in the last six (6) months.
 5. 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.

- c. **IAT (INTERNATIONAL ACH TRANSACTIONS):** You acknowledge that in the event an IAT entry that is transmitted to or from any of your account(s) is identified and designated by our screening criteria for review and examination under OFAC (Office of Foreign Assets Control), the settlement of such an IAT entry may be delayed or suspended pending our review and may be terminated under applicable rules. You also acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT entry if it is required to be terminated. You agree that any delay described in the foregoing provisions of this paragraph is a permissible delay under the terms of laws and regulations applicable to the availability of funds held in deposit accounts. In the event an IAT entry is delayed or terminated, we will provide such notice as may be required by the NACHA Operating rules, OFAC rules, or other applicable laws and regulations.
- d. **RIGHT TO REJECT, DELAY OR SUSPEND:** We will not be obligated to honor, in whole or in part, (or may delay or suspend) any transaction or instruction which:
 - Is not in accordance with any term or condition applicable to the relevant account;
 - We reasonably believe may have been requested or issued without proper authority;
 - Involves funds subject to a hold, dispute, restriction or legal process which we believe prevents withdrawal;
 - We reasonably believe might violate the laws or regulations of the United States or any State, without limitation, regulations of the Office of Foreign Asset Control (OFAC);
 - Would violate any applicable provision of any risk control program of the FDIC or applicable rule or regulation of any other federal or state regulatory authority;
 - Is not in accordance with any other requirement of our applicable policies, procedures or practices; or
 - We reasonably decline to honor for your or our protection.
- e. **SPECIAL RULES FOR NEW ACCOUNTS:** The following special rules will apply during the first thirty (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 \$6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler's, on-us checks (checks drawn on banks in the U.S.), 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 \$6,725.00 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 \$6,725.00 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. In certain instances, we may hold funds from other check deposits for longer than five (5) business days. For example, if we receive a check that falls within the section entitled "Safeguard Exceptions" above, we may delay funds for up to nine (9) business days. 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.

- f. **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.
- g. **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.
- h. **FOREIGN ITEMS:** Checks and other items drawn on financial institutions located outside the U.S. cannot be processed the same as items drawn on U.S. financial institutions. Foreign items are exempt from the policies outlined in this disclosure. Generally, a provisional credit is given immediately unless there is cause to be suspect of the item being presented. Foreign items 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 items 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. We may charge fees for processing foreign items as set forth in the Fee Schedule.

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:

- a. 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.
- b. Foreign checks will not be accepted at a shared branch.
- c. Shared Branch Transaction Limits-Aggregate daily withdrawals from all sub accounts in cash may be limited. The shared branch that you are visiting may impose withdrawal limits.
- d. All transactions with the Credit Union are subject to our policies and procedures including security, identification, the BSA (Bank Secrecy Act), and all other applicable laws, rules and regulations.
- e. Share Insurance-Although deposits with this Credit Union are federally insured, not all credit unions served by the teller may be federally insured. You should contact your Credit Union to determine if your deposits are insured.

TRUTH-IN-SAVINGS ACT DISCLOSURES

SHARE AND SHARE DRAFT ACCOUNTS

RATE INFORMATION: The Dividend Rate and APY (Annual Percentage Yield) on your accounts are set forth in the TISA (Truth-in-Savings Act) Disclosures provided as part of this Agreement. The Dividend Rate and APY may change each dividend period as determined by the Credit Union's Board of Directors.

COMPOUNDING AND CREDITING: Refer to the TISA Disclosures later in this Agreement for details regarding the compounding and crediting of dividends by account type. 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.

BALANCE INFORMATION: Refer to the TISA Disclosures later in this Agreement for details regarding required minimum deposits to establish accounts and required average daily balances to earn the stated APY and avoid the imposition of fees by account type. 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 APY for any account as set forth in the TISA Disclosures, then you will not earn the Dividend Rate and APY for the period in which you do not meet this requirement.

ACCUAL OF DIVIDENDS: Dividends will begin to accrue on the business day we receive provisional credit for 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. Once dividends are credited to the account, it becomes principal. If you close your account before any dividend is credited, you will not receive accrued but uncredited or unpaid dividends.

TRANSACTION LIMITATIONS FOR IRAs (INDIVIDUAL RETIREMENT 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. Deposits are not limited. Transfers to a Credit Union IRA Term Share Certificate are allowed subject to applicable law, and the minimum balance requirements and other restrictions applicable to the certificate account.

nHANCED CHECKING

QUALIFICATION CYCLE REQUIREMENTS: “Monthly Qualification Cycle” refers to the first day of the month to the last day of the month. We encourage that requirements be met during the first part of the Monthly Qualification Cycle to ensure benefits are rewarded. In order to receive the account’s benefits, the following requirements must be met during each Monthly Qualification Cycle:

- Have at least twelve (12) debit card purchases post and settle.*
- Have at least one (1) direct deposit, automatic payment (ACH), or Bill Pay transaction post and settle.
- Be enrolled and receive e-Statement notice.

nHANCED CHECKING BENEFITS:

- A Dividend Rate of _____ APY will be paid only for that portion of your average daily balance that is less than _____.
- A Dividend Rate of _____ will be paid on balances exceeding _____, resulting in an APY of _____, depending upon the balance in the account.**
- Unlimited nationwide ATM fees will be refunded to nHanced Checking accounts. ***

ACCOUNT STIPULATIONS:

- During the first Monthly Qualification Cycle, each nHanced Checking account receives the higher Dividend Rate and all ATM fees refunded regardless of whether or not requirements are met.
- Accounts with negative balances still qualify if requirements are met; however, dividends are only paid on positive balances during the Monthly Qualification Cycle.
- Dividends will be calculated using the average daily balance method. This method applies a periodic rate to the average daily balance in the account for the period.
- The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.
- Dividends will begin to accrue on the business day we receive provisional credit for 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.
- Dividends will be automatically posted the last day of the month.
- ATM fees will be refunded the day after the Monthly Qualification Cycle ends.
- An IRS Form 1099 or other applicable tax reporting form will be distributed for dividends earned totaling more than \$10.00 for the calendar year.
- Neither dividends nor ATM fee refunds will be paid if a nHanced Checking account is closed during the Monthly Qualification Cycle.
- We will manually refund ATM fees for share withdrawals upon notification by member.

IF MONTHLY QUALIFICATION CYCLE REQUIREMENTS ARE NOT MET:

- An APY of _____ will be paid on the average daily balance for the period.
- ATM fees will not be refunded.
- No exceptions will be made if requirements are not met.

Always take the opportunity to qualify each month for the benefits listed above.

ADDITIONAL ACCOUNT INFORMATION:

- No minimum balance required
- No monthly service fees
- Unlimited check writing
- Available to personal accounts only
- Only one (1) nHanced Checking account per Taxpayer Identification Number (TIN)
- Fees may be incurred for the following items: check orders, Overdraft fees, Returned Check fees, Insufficient Funds fees, Statement Copy fees (other fees may apply). Imposition of these fees may result in reduced earnings on your account.

*A posted transaction occurs when funds are actually withdrawn from the account. Posted debit purchases may vary by merchant; therefore, we have no control over these delays. Reversed debit card purchases will not count toward the required total. Debit card transactions processed by merchants and received as ATM transactions do not count towards qualifying debit card transactions. Only debit card transactions processed by merchants and received as POS transactions count towards qualifying debit card transactions.

**Balances over _____ earn a Dividend Rate of _____ on the portion of the balance over _____, resulting in an APY range of _____, depending upon the account balance. For example, an account balance of _____ would earn an APY of _____.

***Unlimited ATM fee refunds per Monthly Qualification Cycle when requirements are met. ATM receipt must be presented within sixty (60) days of the transaction for reimbursement of an individual ATM fee of \$5.00 or higher.

APY=Annual Percentage Yield. APYs accrue as of _____. The interest rate and the APY may change daily after account is opened based on the determination of the credit union Board of Directors. No minimum deposit to open. If qualifications are met each Monthly Qualification Cycle: 1. ATM fees incurred during Qualification Cycle will be reimbursed and credited to account on the last day of monthly statement cycle; 2. balances up to _____ receive an APY of _____; and 3. balances over _____ earn a Dividend Rate of _____ on portion of balance over _____, resulting in an APY of _____, depending upon the balance. Qualifying transactions must post to and settle account during Monthly Qualification Cycle. Transactions may take one (1) or more banking days from the date transaction was made to post to and settle an account. Transfers between accounts do not count as qualifying transactions. ATM-processed transactions do not count towards qualifying debit card transactions. “Monthly Qualification Cycle” is not the same as monthly statement cycle. Fees may reduce earnings. Only one (1) nHanced Checking account per Taxpayer Identification Number (TIN). ATM receipt must be presented within sixty (60) days of the transaction for reimbursement of an individual ATM fee of \$5.00 or higher.

RESET CHECKING

If at first you don't succeed, let us help you try again! REset Checking can offer qualified members the tools required to experience financial freedom.

REset CHECKING BENEFITS:

- a. No Minimum Deposit to Open
- b. No Minimum Balance Required
- c. Free Online Banking
- d. Free e-Statements
- e. Free Mobile Banking
- f. Free Telephone Banking
- g. Free VISA ® ATM/Debit Card
- h. Unlimited Check Writing

FEES: REset Checking accounts are assessed a monthly service charge of ten dollars (\$10.00). After a twelve (12) month period, you can request an account review. If the following conditions have been met, the monthly service charges that you have incurred will be refunded and you will be able to enroll in a new checking product offering access to more services and benefits, such as Essential, Preferred, nHanced, or Classic checking accounts:

- a. Any unpaid ChexSystems records identified when you opened your REset Checking account must be paid in full.
- b. We must find no new unpaid ChexSystems records.
- c. Your twelve (12) month account history must not contain overdraft balances outstanding in excess of thirty (30) days.
- d. Any other deposit accounts in which you have beneficial ownership must be in good standing.
- e. Any loans for which you are obligated must not be in default.

Additional fees may be incurred as disclosed in our Fee Schedule; however, they may not be eligible for refunding unless they were charged in error.

REset CHECKING LIMITATIONS:

- a. Ineligible for Overdraft Privilege. This limitation applies to each share draft account in which the REset Checking participant has beneficial ownership.
- b. Ineligible for Remote or Mobile Check Deposit
- c. Ineligible for online Bill Pay service
- d. Available to consumer accounts for household purposes only. Accounts for business or fiduciary purposes are not eligible for the REset Checking program.

TERM SHARE CERTIFICATE ACCOUNTS

RATE INFORMATION: The Dividend Rate and APY on your account are stated in the TISA Disclosures and/or on your Term Share Certificate. The APY reflects the dividends to be paid on your account based on the Dividend Rate and the frequency of compounding for an annual period. For Term Share Certificates and IRA Term Share Certificates the Dividend Rate and APY are fixed, and will be in effect for the term of the account. The APY assumes that dividends will remain on deposit until maturity. Any withdrawals will reduce your earnings.

COMPOUNDING AND CREDITING: Dividends will be compounded and credited as set forth in the TISA Disclosures. The dividend period for each account is also set forth in the TISA Disclosures. The period begins on the first calendar day of the period and ends on the last calendar day of the period.

MINIMUM BALANCE REQUIREMENTS: The minimum opening deposit required to open any Term Share Certificate Account is set forth in the TISA Disclosures. You must maintain an average daily balance equal to or greater than the minimum opening deposit to earn the stated APY and avoid any service charges set forth in the TISA Disclosures.

BALANCE COMPUTATION INFORMATION: Dividends are calculated using 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.

ACCRUAL OF DIVIDENDS: Dividends will begin to accrue on the business day we receive provisional credit for 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. Once dividends are credited to a Term Share Certificate, it becomes principal. If you close your Term Share Certificate before any dividend is credited, you will not receive accrued but uncredited or unpaid dividends.

TRANSACTION LIMITATIONS: In addition to any other applicable limitations described in this Agreement, after a Term Share Certificate Account is opened, you may not make deposits into the account before maturity. After an IRA Term Share Certificate is opened, you may make additional contributions and rollover deposits into the account before maturity; however, your deposits may not exceed the maximum allowed, pursuant to applicable law, in any single calendar year. You may not make withdrawals of dividends from your account before maturity unless specifically arranged at account opening, if allowed by the Credit Union. 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. Transfers to a Credit Union IRA Term Share Certificate are allowed subject to applicable law, as well as the minimum balance requirements and other restrictions applicable to the Term Share Certificate Account.

MATURITY DATE: Your account will mature on the date stated on your Term Share Certificate or any renewal notice the Credit Union provides to you.

EARLY WITHDRAWAL PENALTIES: You have agreed to leave the principal of this account on deposit for the full term stated on your Term Share 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 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 ninety (90) days dividends on the amount withdrawn, or the length of the term, whichever is less, when any withdrawal is allowed. Unless stated otherwise, owners of accounts with a stated term of more than one year shall forfeit an amount equal to up to one hundred and eighty (180) days dividends on the amount withdrawn, or the length of the term, whichever is less, when any withdrawal is allowed. The penalty may be calculated at the rate paid on the deposit at the time of the withdrawal. The penalty will, if necessary, be taken from the principal amount of the deposit. The Credit Union may grant a premature withdrawal request without penalty or with a reduced penalty in the event of the owner's death, legal incompetence, if your account is an IRA account and the account is revoked within seven (7) days after the Individual Retirement Trust Account Agreement is received, or when the account is an IRA account and the owner qualifies pursuant to applicable law.

RENEWAL POLICY: Unless you instruct the Credit Union otherwise, your Term Share Certificate will automatically renew at maturity. You will have a grace period of ten (10) calendar 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. If we elect not to renew your Term Share Certificate, the account may be converted to a regular share account and receive earnings at the rate then paid on regular share deposits. If we elect not to renew your IRA Term Share Certificate, we will provide you with thirty (30) days written notice. Upon receipt of that notice, you must make arrangements to convert your IRA Term Share Certificate to a traditional or Roth IRA. If you fail to convert your IRA Term Share Certificate within thirty (30) days from the date we send the notice to you, we have the right to pay your IRA to you in a single sum. 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. 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.

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

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 APY set forth in the TISA Disclosures are prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period.

SHARE INSURANCE: Member accounts in this Credit Union are federally insured by the National Credit Union Administration.

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.

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 the account to repay any debt due it from any named owner. Your accounts may be pledged to secure your existing or future obligations owed to this Credit Union.

FEES AND CHARGES: The fees and charges set forth in the TISA Disclosures and the Fee Schedule, may be assessed against your account(s).

PAR VALUE REQUIREMENTS: The par value of a membership share must be fully paid in order to become a member or maintain membership, or to receive and maintain any accounts or services with us as set forth in the TISA Disclosures. The sum of your membership share shall be paid into and retained in your share account or other appropriate account. In the event that your membership share falls below par value, a notice will be mailed requiring that the par value be reestablished. You will have sixty (60) days to restore your account balance to par value. If you do not meet these requirements, your membership will be terminated. One must be a member in order to open new accounts and services, obtain new loans, and vote on Credit Union business at our annual meeting. A monthly Below Par Fee will be assessed as described in the Fee Schedule until either par value has been reestablished or the account balance reaches zero (\$0.00).

TRANSACTION LIMITATION ON ALL ACCOUNTS: No owner 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.

TRUTH-IN-SAVINGS ACT DISCLOSURES

Effective Date

Account Type	Dividend Rate	APY	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Additional Information
SHARE ACCOUNTS						
Share						
SHARE DRAFT ACCOUNTS						
REset						
Essential						
Preferred						
Classic						
nHanced						See Page 2, #5
						See Page 2, #5
					If qualifications are not met.	See Page 2, #5
YOUTH ACCOUNTS						
Embark Youth Club						
Empower Teen Club						
CLUB ACCOUNTS						
Special Club						
MONEY MARKET ACCOUNTS						
TERM SHARE CERTIFICATE ACCOUNTS						
Six (6) Month			(Youth)		Any Balance	
Seven (7) Month			(Youth)		Any Balance	
Twelve (12) Month			(Youth)		Any Balance	
Fifteen (15) Month			(Youth)		Any Balance	
Twenty-four (24) Month			(Youth)		Any Balance	
Thirty-six (36) Month			(Youth)		Any Balance	
Forty-Eight (48) Month			(Youth)		Any Balance	
Sixty (60) Month			(Youth)		Any Balance	
IRA (INDIVIDUAL RETIREMENT ACCOUNT) (TRADITIONAL, ROTH, OR COVERDELL)						
Variable IRA						
IRA TERM SHARE CERTIFICATE ACCOUNTS (TRADITIONAL, ROTH, OR COVERDELL)						
Twelve (12) Month			(Youth)		Any Balance	
Twenty-four (24) Month			(Youth)		Any Balance	
Thirty-six (36) Month			(Youth)		Any Balance	
Forty-Eight (48) Month			(Youth)		Any Balance	
Sixty (60) Month			(Youth)		Any Balance	

TRUTH-IN-SAVINGS ACT DISCLOSURES

Effective Date

Except as specifically described, the following disclosures apply to all accounts listed on page one (1.):

1. **Rate Information**-The APY (Annual Percentage Yield) is a percentage rate that reflects the total amount of dividends to be paid on an account based upon the dividend rate and frequency of compounding for an annual period. For all accounts, the Dividend Rate and APY may change at any time as determined by the Credit Union's Board of Directors. Unless otherwise specified, once a particular balance range is met for a tiered rate account, the Dividend Rate and APY for that balance will apply to the full balance of your account. The rates disclosed are accurate as of the last dividend declaration date, the date indicated on page one (1) of this disclosure, or as specifically described based upon account type.

2. **Dividend Compounding and Crediting**-Dividends will be compounded daily and credited monthly.

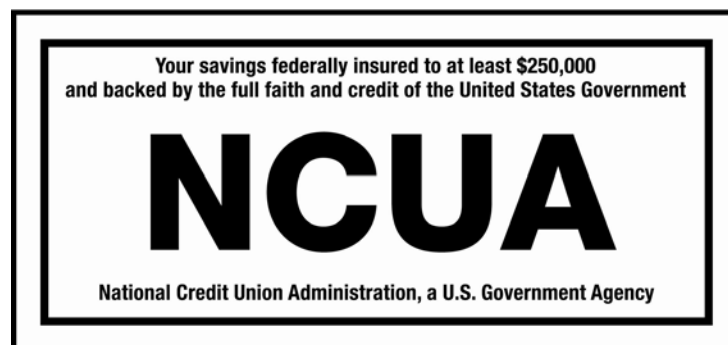
3. **Accrual of Dividends**-Dividends will begin to accrue on non-cash deposits on the business day you make the deposit into your account. If you close your account before accrued dividends are credited, you will not receive the accrued dividends.

4. **Balance Information**-Dividends are calculated by applying a periodic rate to the Average Daily Balance in the account for the period. The Average Daily Balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

5. **nHanced Checking Accounts**-In order to receive the account's benefits, the following requirements must be met during each Monthly Qualification Cycle:

- ✓ Have at least twelve (12) debit card purchases post and settle.
- ✓ Have at least one (1) direct deposit, automatic payment (ACH), or Bill Pay transaction post and settle.
- ✓ Be enrolled and receive e-Statement notice.

Balances up to _____ receive an APY of _____, and balances over _____ earn a Dividend Rate of _____ on portion of balance over _____, resulting in an APY of _____. The dividend rate and the APY may change daily after account is opened based on the determination of the Board of Directors. Please see the Master Account Agreement and Disclosures for full details regarding nHanced Checking accounts.



PRIVACY DISCLOSURE

FACTS

WHAT DOES EMBLEM CREDIT UNION DO WITH YOUR PERSONAL FINANCIAL INFORMATION?

Why?

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

What?

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

- Social Security number and income
- Account balances and payment history
- Credit history and credit scores

How?

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

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

To limit our sharing

- Mail the **form** below

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

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

Questions?

Call 800-470-0704 or email marketing@emblemcu.com

Mail-in Form

- ☐ Do not share my personal information for joint marketing purposes with other financial companies to market products to me.

Your Name		Return to: Emblem Credit Union P.O. Box 1400 Gadsden, AL 35902
Address		
City, State, Zip		
Your Account #		

Who we are	
Who is providing this notice?	Emblem Credit Union
What we do	
How does Emblem Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Emblem Credit Union collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ Open an account or deposit money ■ Pay your bills or apply for a loan ■ Use your credit or debit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ Sharing for affiliates' everyday business purposes—information about your creditworthiness ■ Affiliates from using your information to market to you ■ Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> ■ Emblem Credit Union does not share with affiliates so they can market to you
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> ■ Emblem Credit Union does not share with non-affiliates so they can market to you
Joint Marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ Our joint marketing partners include insurance companies
Other important information	
<p>Notices and "Joint Relationships." Except where expressly required by applicable law, we will provide all notices to the person (member) listed first on any application, agreement or other relevant document with us. The notice will be mailed to the address noted for said person on the application, agreement or other document. If this person (member) has agreed to receive notices and disclosures electronically, then we can send all such notices and notifications, to the email or Internet address provided by said person; or we shall post or otherwise give notice by posting a notice, providing a link or using such other electronic methods authorized under applicable laws and/or regulations. All owners, borrowers and guarantors agree to the receipt and sufficiency of any notice or notification sent according to this paragraph.</p> <p>Modification. The Credit Union reserves the right to modify, change or amend this Privacy Disclosure at any time without notice other than as expressly required by applicable law.</p>	
<p>Copyright© 1994, 1997, 2004, 2005 by Credit Union Resources and Educational Services, Inc. All rights reserved. Effective date 7/1/2025.</p>	



Options for Covering Unexpected Overdrafts

Dear Member/Account Owner,

Life happens! Emblem Credit Union understands that unexpected overdrafts occur from time to time. Overdraft Coverage can help.

Overdraft Coverage Options

The choice is yours. Consider these ways to cover overdrafts:

Service	Cost
Overdraft Transfer (from linked deposit accounts at Emblem Credit Union) ¹	No Transfer Fee
Overdraft Protection Loan ²	Interest (Annual Percentage Rate)
Overdraft Privilege	\$20.00 Overdraft Fee/Item

¹Transfers from the primary share account are automatic. Automatic transfers from accounts other than shares are optional and require a signed request. Call us at (256) 543-7040 or (800)470-0704 or visit a branch to sign up for these services.

²Subject to credit approval. Rate based upon each individual borrower's credit history and other underwriting factors at time of application.

Overdraft Coverage services apply to all transactions and may help prevent overdrafts by automatically transferring funds to your checking (share draft) account from another account or line of credit you may have at the Credit Union for a fee or finance charge. Please note that Overdraft Protection Loans are subject to credit approval.

Overdraft Privilege allows you to overdraw your account up to the disclosed limit for a fee in order to pay a transaction. Even if you choose other overdraft coverage options, Overdraft Privilege is still available as secondary coverage if the other protection source is exhausted. **If you meet the qualifications when your account has been open for ninety (90) days and is considered to be in good standing, you will automatically be given access to Overdraft Privilege in the amount of seven hundred and fifty dollars (\$750.00).**

Transactions Covered with Overdraft Privilege	Standard Coverage	Opted in to ATM and One-Time Debit Card Transactions (Consent Required)*	Overdraft Plus If you would like to opt in to coverage for future ATM and one-time debit card transactions:
Checks	X	X	<ul style="list-style-type: none"> opt in as you apply to open your account via our online application portal, visit any branch location, call us at (256) 543-7040 or (800)470-0704, write us at P.O. Box 1400, Gadsden, AL 35902
ACH - Automatic Debits	X	X	
Recurring Debit Card Payments	X	X	
Online Bill Pay Items	X	X	
Internet Banking Transfers	X	X	
Telephone Banking	X	X	
Teller Window Transactions	X	X	
ATM Transactions		X*	
Everyday Debit Card Transactions		X*	

*If you choose to opt in to coverage of these items for your consumer account, **ATM (Automated Teller Machine) withdrawals and everyday debit card transactions** will be included with the transactions listed under Standard Coverage. These restrictions do not apply to business accounts.

You can discontinue the Overdraft Privilege in its entirety by contacting us at (256) 543-7040 or (800)470-0704 or by visiting any branch.

What Else You Should Know

- A link to another account or a loan/line of credit is a less expensive option than an overdraft. A single larger overdraft will result in just one fee, as opposed to multiple smaller overdrafts. Good account management is the best way to avoid overdrafts. Use our Online/Mobile Banking and iTalk telephone banking services to keep track of your balance.
- The \$20.00 Overdraft Fee is the same fee amount that is charged if a check is returned as unpaid. If multiple items overdraw your account on the same day, each item will be assessed an appropriate Overdraft Fee or an Insufficient Funds Fee of \$20.00. All fees and charges will be included as part of the Overdraft Privilege limit amount. Your account may become overdrawn in excess of the Overdraft Privilege limit amount as a result of a fee.
- In general, we pay items as follows: checks are paid in order of lowest to highest dollar amount, ACH items in each presentment file post credits first, then debits paid lowest to highest dollar amount, ATM and Point-of-Sale (POS) items are paid in the order they are presented. Transactions performed in person such as deposits, withdrawals, or checks cashed at one of our locations or a shared branch, are generally posted at the time they are performed. Please refer to the account agreement and disclosures governing your account for a complete description of the payment order of your transactions. Exceptions to this order may occur. Holds on funds (described below) and the order in which transactions are posted may impact the total amount of Overdraft Fees, Return Item Fees, and/or Insufficient Funds Fees assessed.
- Any item or transaction can be presented for payment multiple times, which is beyond the control of the Credit Union. Each presentment will be charged a separate Overdraft Fee even though it may be for a repeat presentment.
- Although some payment system rules obligate the Credit Union to pay some unauthorized debit card transactions, we will not authorize debit card or ATM transactions unless there are available funds (including Overdraft Coverage Options) to cover the transactions and any applicable fee(s).
- Giving us your consent to pay one-time debit card and ATM overdrafts may result in you incurring Overdraft Fees for transactions that we would otherwise be required to pay without assessing an Overdraft Fee; however, this would allow us to authorize transactions up to the amount of your Overdraft Privilege limit and may also help you avoid overdrafts in excess of your available funds that could result in restriction of your debit card.
- The Credit Union authorizes and pays transactions using the available balance in your account. The available balance is comprised of the ledger balance (collected funds) less any debit card holds, and does not include any deposited funds on hold. We may place a hold on deposited funds in accordance with the account agreement and disclosures governing your account. If the funds in the available balance are not sufficient to cover a transaction, any available overdraft protection and/or the amount of the Overdraft Privilege limit, may be used to authorize and pay a transaction.
- The Credit Union will place a hold on your account for any authorized debit card transaction until the transaction settles (usually within two business days) or as permitted by payment system rules. In some cases, the hold may exceed the amount of the transaction. When the hold ends the funds will be added to the available balance in your account. If your account is overdrawn after the held funds are added to the available balance and the transaction is posted to the available balance, an Overdraft Fee may be assessed.
- Except as described in this letter, the Credit Union will not pay items if your account does not contain available funds (including the Overdraft Privilege limit) to cover the item(s) and the amount of any applicable fee(s).
- We may restrict your debit card use if you incur overdrafts in excess of the available funds in your account, including any Overdraft Privilege limit.
- Overdraft Privilege is not a line of credit; rather, it is a discretionary overdraft service that can be withdrawn at any time without prior notice.
- Overdraft Privilege may be discontinued if you default on any loan or other obligation to us, your account becomes subject to any legal or administrative order or levy, or if you fail to maintain your account in good standing by not bringing your account to a positive balance within thirty (30) days, or as otherwise described in the Discretionary Overdraft Privilege Policy.
- All account owners will continue to be liable, jointly and severally, for all overdraft and fee amounts. The total (negative) balance, including all fees and charges, is due and payable upon demand.

If you have any questions about Overdraft Coverage services or Overdraft Privilege, please call us at (256) 543-7040 or (800)470-0704 or visit a branch.

Sincerely,

Emblem Credit Union



Fee Schedule

Effective Date of this document is October 15, 2024

General Fees:

Returned Mail.....	\$2/item
Bad Address.....	\$5/month
Account Reconciliation/Research	\$15/hour
Note: Waived if Credit Union error	
VOD (Verification of Deposit).....	\$20
Cashier's Checks.....	\$2/each
Note: Limit of 3 checks issued per visit to teller window	
Check Copies.....	\$2/each
Account History Print Out.....	\$1/page
Paper Statement Fee.....	\$3/month
(Waived for accounts with eStatements enabled. Waived for members under 18 years of age and over 65 years of age)	
Statement Copy	\$1/page
Return Item Deposited or Cashed.....	\$15/item
Insufficient Funds	\$20/item
Note: Per Occurrence, including repeat presentments.	
Overdraft.....	\$20/item
Note: Per Occurrence, including repeat presentments.	
Stop Payment.....	\$20/item
Wire Transfers	
Domestic Incoming.....	\$10/transfer
Domestic Outgoing.....	\$20/transfer
International.....	\$35/transfer
Foreign Items.....	Actual Cost/item
Note: If over \$2,500, exchange rate adjustment may apply	
Legal Process	up to \$50/process
IRA Termination.....	up to \$50/account
Note: Assessed if IRA terminated by the Credit Union.	

Share Account Fees:

Below Par Value	\$1/month
Dormant Account.....	\$5/month

Note: Fees are subject to change. You may obtain an updated Fee Schedule at any time by visiting www.emblemcu.com, or by contacting your local branch location.

Money Market Fees:

Below Minimum Balance.....	\$10
Excessive Withdrawal Fee.....	\$10/item
Note: Over 6 Withdrawals	

Checking Account Fees:

Monthly Service Fee.....	\$10
Note: Applies to Basic business checking accounts and REset consumer checking accounts.	

Card Fees:

Replacement Card (Original Free, 1 st Replacement Free).....	\$10/each
Rushed Card Order	
Note: Waived if Credit Union error	
Two (2) day.....	\$30/each
Currency Conversion (VISA® fee).....	Up to 1% per transaction
Cross-Border Transaction (VISA® fee) Up to 1% per transaction	

Safe Deposit Box Fees:

Note: Available at Gadsden, Albertville, Anniston, & Oxford Branches

Annual Rental per Box

3x5.....	\$17.50
5x5.....	\$22.50
3x10.....	\$25
5x10.....	\$40
7x10 (Oxford Branch Only).....	\$50
10x10.....	\$65

Drilling.....	Actual Cost
Lost Key.....	Actual Cost
Late Rental.....	\$5/month

State Laws & Jurisdiction/Venue: Unless this Agreement or expressly applicable law provides otherwise, the laws of the State of Alabama shall govern and control your agreements with us, including the interpretation of any terms or conditions or applicable jurisdiction or venue. For the purposes of jurisdiction and venue as explained in the Membership Account Agreement and Disclosures, the Credit Union's principal office is located in Etowah County in the State of Alabama.
Approved by the Board of Directors April 22, 2024.

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