

FAMILY SAVINGS CREDIT UNION  
UNIVERSAL ACCOUNT AGREEMENT

This Agreement contains the rules, terms and conditions that govern your accounts with FAMILY SAVINGS CREDIT UNION. Please read this Agreement carefully and keep a copy. Please call us if you have any questions.

**Membership**

To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union's field of membership and must purchase and maintain one share ("the membership share") as required by the Credit Union's Bylaws. You authorize us to check your account, credit, and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility, and continued eligibility, for the accounts and services you request.

**Definitions**

In this Agreement, the plural shall also mean the singular, the masculine shall mean the feminine, and vice versa.

The terms defined in this paragraph shall have the following meanings:

- The term "Account" means all accounts and services provided by the Credit Union.
- The term "Account Owner" or "Owner" means any "Primary Account Holder" and any "Joint Owner".
- The term "Agreement" means this Universal Account Agreement, all Signature Cards, and any applicable rate schedules, fee schedules, and disclosures.
- The term "ATM" means the automated teller machines available for your use.
- The term "ATM Card" means the Credit Union's ATM card and any duplicates and renewals we issue.
- The term "Card" means an ATM Card and/or Debit Card.
- The term "Dial Connection" means the Credit Union's telephone/audio response system.
- The terms "Credit Union", "CU," "we," "us," and "our" mean Family Savings Credit Union.
- The term "Debit Card" means the Credit Union's VISA, MasterCard or other provider's debit/check card and any duplicates and renewals we issue.
- The term "Item" means share drafts, deposit drafts, checks, drafts or any other negotiable instrument.
- The term "Home Banking" means the Credit Union's online banking website, which includes, but is not limited to, Home Banking, E-Statements and Bill Payer.
- The term "Joint Owner" means an Account Owner other than the Primary Account Owner.
- The term "Multiple Owner Account" means any Account owned by more than one Owner.
- The term "PIN" means the personal identification number given to you, which you must use in conjunction with the ATM Card, Debit Card, DIAL Connection, or Home Banking.
- The terms "Primary Account Holder," "Primary Member," or "Primary Owner" means the person who is admitted as a Credit Union member and whose name appears as "Primary Account Holder" on the Signature Card.
- The term "Signature Card" means the Account Card(s) you sign to establish accounts with us.
- The term "Statement" means a periodic statement of account or items notifying you of activity in your account.
- The words "you" and "your" shall refer to each person signing the Signature Card.

**Agreement**

By signing the Signature Card, the person whose name appears in the "Primary Account Owner" field makes application for membership in the Credit Union and to subscribe for at least one share, the value of which shall be determined from time to time by the Credit Union's Board of Directors. You agree to conform to its bylaws and amendments thereof, copies of which are available to you. You agree that this Agreement govern your use of our accounts and services. There are merged herein all prior and collateral representations, promises, and conditions in connection with the subject matter hereof. Any representation, promise, or condition not incorporated herein is unenforceable. This Agreement amends, replaces and supersedes any prior agreements. Each Account is subject to such other items, conditions, rules, policies and requirements as the Credit Union's Board of Directors may establish from time to time. Changes will be effective on the date that the Board specifies or as otherwise required by law. The Agreement may be modified from time to time without notice, unless required by law. Your continued use of your Account shall confirm your agreement to any such modification. This Agreement is not transferable as defined in 12 CFR, Part 204.

**Backup Withholding and Taxpayer Identification Number (TIN)**

Federal Law requires that you provide us with your Taxpayer Identification Number (TIN). For individuals, your TIN is your social security number. For businesses, this will usually be your Employer Identification Number. This number will be used when reporting the dividends you earn on your account(s) to the Internal Revenue Service (IRS). You understand that failure to provide this number will subject dividends and certain other payments paid to you under certain circumstances to backup withholding. Falsification of your TIN is a violation of federal law. If you have provided us with your TIN, you will not be subjected to backup withholding unless:

1. The IRS notifies us that your TIN is incorrect;
2. You are notified by the IRS that you are subject to backup withholding because you failed to report all your interest and/or dividends on your tax return;
3. You failed to certify to us that you are not subject to backup withholding on your Membership Application; or
4. You failed to certify your TIN on the Membership Application.

**Share Requirements**

You may withdraw shares only by using methods that have been approved by us, provided that our failure to enforce this provision in any instance shall not be a waiver of our right to enforce it in the future. If you reduce your balance below the par value of one share, you may be subject to a fee and/or your membership terminated.

**OWNERSHIP**

**Single Owner Accounts**

A single owner Account is an Account owned by one member including any individual, corporation, partnership, trust or other organization qualified for Credit Union membership.

**Multiple Owner Accounts**

All Multiple Owner Accounts are joint Accounts with rights of survivorship, not tenancies by the entireties or tenancies in common. Upon the death of an Owner, that person's interest will pass to the surviving Owner(s). If there are two or more surviving Owners, the account will be with rights of survivorship, not held as tenancies by the entireties or tenancies in common.

Any Owner of a Multiple Owner Account is authorized and deemed to be the agent of all Owners(s) and may act for the other Owner(s). The Credit Union may accept orders and instructions from any Owner. Each Owner guarantees the signatures of the other Account Owners. Any Account Owner may withdraw all funds in the Account, stop payment on Items drawn on an Account, transfer, or pledge to the Credit Union all or any part of the shares of any Account without the consent of the other Account Owner(s) and the Credit Union shall have no duty in such event to notify any other Account owner(s). Any such pledge shall survive your death and shall be superior to the rights of any other Account Owner(s).

The Primary Account Holder may remove from ownership of the applicable Account any and all Joint Account Owner(s). The Joint Account Owner(s) so removed from this Account shall have no interest, rights, or privileges in and to the Account or assets thereof. To be binding, such revocation must be in writing and in a form acceptable to us. The Credit Union reserves the right at any time to require written consent of all Account owners for a change of ownership or termination of a multiple owner Account.

If any Item deposited in a Multiple Owner Account is returned unpaid, an Account is overdrawn, or if we do not receive final payment on any transaction, each of the Multiple Owner Account owners is jointly and severally liable to the Credit Union of the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposited or charged the item, or benefited from the transaction(s). If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any account of an Owner or all of the funds in the multiple party account, regardless of who contributed them. Furthermore, the Credit Union may charge the amount of the negative balance against any other account from which any of the Account Owners is entitled to withdraw money or charge such negative balance as an advance pursuant to any existing loan of any Multiple Account Owner to satisfy the negative condition pursuant to any credit agreement any Multiple Account Owner has with the Credit Union.

### **POD Accounts**

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

No POD beneficiary may pledge any part of the shares in this account as collateral for any loan or loans with us. The death of an account owner shall not affect the validity of any statutory or consensual liens created prior to the death of the account owner(s).

The Primary Account Owner may change any or all POD beneficiaries at any time. Any POD beneficiary so removed shall have no interest, rights or privileges in and to the account or assets thereof. To be binding on the Credit Union, such revocation must be in writing and accepted by us. With a Multiple Owner Account, in the event the Primary Account Owner predeceases two or more Joint Owners, the POD beneficiary designation of the Primary Account Owner shall continue in effect until and unless all remaining Joint Owners remove and/or designate a new POD beneficiary. Any such termination or modification must be in writing and accepted by us.

### **Accounts for Minors**

For any Account established by a minor, the Credit Union reserves the right to require the minor account to be a Multiple Owner Account with a Joint Owner who has reached the age of majority under Alabama law who shall be jointly and severally liable to the Credit Union for any returned Item, overdraft, or unpaid charges or amounts in such Account. The Credit Union may make payments of funds in such account directly to the minor without regard to his minority.

The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or any Account owner. The Credit Union shall not change the Account status when the minor reaches the age of majority, unless authorized to do so in writing by any Account Owner.

### **Uniform Transfers to Minors Accounts**

Uniform Transfers to Minors Accounts are Accounts established for a minor by depositing funds as an irrevocable gift to a minor under the Uniform Transfers to Minor Act. An adult individual must be appointed as custodian of the Uniform Transfers to Minors Account. The minor, to whom the gift is made, is the Account owner and beneficiary of the funds and may access the funds in the Account as soon as the minor reaches the age of 21 or such other age as set out by statute. Until the minor reaches 21, the custodian has possession and control of the Account for the exclusive right and benefit of the minor and barring a court order otherwise is the only party entitled to make deposits to, withdraw from, or close the Account. The Credit Union has no duty to inquire of the use or purpose of any transaction by the custodian. In the event of the custodian's death, legal incapacity, or resignation, the Credit Union may place an administrative hold on the Account until it receives instructions from any person authorized by law to withdraw funds, such as the successor custodian appointed on the Signature Card or a court order authorizing such withdrawal. The terms of these accounts are deemed to include the provisions of the Uniform Transfers to Minors Act enacted in this State, as amended from time to time.

### **Sub Accounts**

Except for Individual Retirement Accounts, all Accounts, including Certificate of Deposit accounts, opened under the Share Account number will be owned by the same Owner(s), unless unequivocally designated by you on the most recently executed Signature Card(s) accepted by us.

### **Account Disputes Between Account Owners**

If the Credit Union receives notice of a dispute between Account owners or receives inconsistent instructions or claims from them, including third party claims alleging an interest in the Account, the Credit Union may suspend or terminate the Account, require all Account Owners agree in writing to any transaction or require a court order to act by filing any legal action (including an interpleader) for a determination of ownership and for resolution of the dispute. You further authorize us to deduct our costs and expenses, including attorney's fees, incurred and involved in filing and pursuing the legal action.

### **Share Accounts**

This Account is established when application for membership is accepted. The purchase of one share is required to open this account. Voting privileges are extended to the Primary Account Holder of this type of account, and Joint Account Owners of this type of account are not eligible to vote. Please refer to the Rate Schedule and Truth in Savings Disclosure and Fee Schedule to determine applicable fees for Accounts.

### **Individual Retirement Accounts (IRAs)**

Traditional, Roth and Coverdell Education IRA Accounts are available to applicable members. IRA Account provisions are governed by separate document(s) that will be provided at the time you open these type accounts.

Individuals under the age of 59 ½ may be subject to Internal Revenue Service penalties and payment of ordinary income taxes when withdrawing principal and dividends from a Traditional and Roth IRA Account.

### **Certificate Accounts and IRA Certificate Accounts**

Nothing contained in this Agreement shall be construed so as to make the Certificate Account a demand deposit. We reserve the right to require at least seven (7) days written notice of an intention to withdraw any funds represented by a Certificate. This notice time may be increased according to our Bylaws or applicable law. You will receive a receipt for the funds deposited in the Certificate Account you establish with us. The receipt is merely evidence of your Certificate Account with us and is non-negotiable and non-transferable. Certificate Accounts may not be pledged, transferred or assigned to any party other than this Credit Union. Additional terms and conditions are disclosed in the Truth in Savings Section of this Agreement.

### **Checking Accounts**

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

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

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

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

You understand that your original Items will not be returned to you. You are responsible for examining each statement and, if you request them, copies of Items, and reporting any irregularities to the Credit Union. For a fee, the Credit Union shall give you a copy of any paid Item charged to this Account upon receiving a written request from you. You agree that the availability of obtaining a copy of a paid Item, upon request made to the Credit Union, constitutes a reasonable manner in which the Credit Union may make available paid Items. We may charge this Account

for this service in accordance with the fee schedule established by our Board of Directors. You agree that the Credit Union's retention of Items does not alter or waive your responsibility to examine your statements or alter the time limits for notifying the Credit Union of any forgery, alteration, errors or objections.

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

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

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

#### **Overdrafts**

Although we are under no obligation to pay any Item that exceeds the fully paid and collected share balance in the Account, we may, at our option, pay such Item or permit the withdrawal even though the payment or withdrawal causes an overdraft in the account. The Credit Union, by covering one or more overdrafts, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. We pay overdrafts at our discretion, therefore, we **do not guarantee** that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined. If the Credit Union decides to pay an item that overdraws your Account, you agree to immediately pay the overdraft amount plus a fee as disclosed in the Dividend Rate and Fee Schedule.

In the event there is a negative balance, each signer on the Account and each Account Owner are jointly and severally liable for the negative balance, any fees incurred, and interest thereon. The Credit Union may charge the amount of the negative balance against any other account from which any of you, jointly or individually, are entitled to withdraw money, amounts or establish a credit advance pursuant to any credit agreement between you and the Credit Union.

#### **Payment of Overdrafts**

**Understanding Your Account Balance.** Your share draft account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. You should assume that any item which would overdraw your account based on your available balance may create an overdraft.

**How Transactions are Posted to Your Account.** Basically, there are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

**Credits.** Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure provided at the time you opened your account for details regarding the timing and availability of funds from deposits.

**Debits.** There are several types of debit transactions. Common debit transactions are Checks, ACH Payments, PIN Based Debit Card Purchase Transactions, and Signature-Based Debit Cared Purchase Transactions. There are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

We reserve the right to pay items in any order we choose as permitted by law.

A declined debit may be re-presented by the payee or originator. We do not monitor or control if and when a declined debit is represented. Subsequent presentments may result in multiple overdraft fees or other fees, for the same item.

#### **Share Draft Overdraft Protection Line of Credit:**

Share Draft accounts may be established with or without Overdraft Protection. Although we are under no obligation to pay any item which exceeds the fully paid and collected share balance in this Account, we may at our option, treat such item as a request of loan advance for the Loan Account identified on the Signature card in an amount sufficient to permit us to pay such item and credit the loan advance to this account. We have the right to decline payment or to delay payment of any item drawn against such credits. However, no loan advance will be made if the Loan Account is 30 days or more delinquent, or if any other loan you hold at the credit union is over 30 days delinquent. If an item is presented for payment and the amount of such items exceeds the fully paid and collected share balance in the Account, we may assess this account a charge established by our Board of Directors from time to time for the presentment of such item, regardless of whether the item is paid.

#### **Stop Payments**

You may request that we stop the payment of a draft issued by you, other than an official check, by a written stop payment order. Unless renewed, a written stop payment will expire after six (6) months. You may also orally request a stop-payment by calling us at (256) 543-9530. Any oral stop-payment order is valid for 14 calendar days. Your stop-payment order must be received at such time and in such manner as to afford us a reasonable opportunity to act on it prior to any other action being taken on the draft. You agree that in order for us to have a reasonable opportunity to act, we must receive your stop-payment request at least two (2) business days before the draft is received by us for posting to your account. The term "*business day*" does not include any Saturday, Sunday, or federal holiday, even though our office may be open. We may charge you a fee for each stop-payment order you give.

The Credit Union reserves the right to refuse to honor any requests to stop payment of any Item for any reason consistent with good faith and the exercise of ordinary care. You agree that unless you give the correct Account number, Item amount and Item number the Credit Union assumes no responsibility for stopping payment. If the Credit Union credits your Account after paying an Item over a valid and timely stop payment order, you agree to assist the Credit Union if it takes legal action upon the Item. You agree to hold harmless and indemnify the Credit Union against all claims, costs, attorney's fees, damages, and other expenses or losses that may be incurred by the Credit Union, its employees, or agents on account of a stop payment order.

The above stop payment provision only applies to items you issue on your Account. You do not have the right to stop payment on a cashier's, teller's check, certified funds, or any Item issued by the Credit Union or by anybody but you.

#### **Stale-dated Checks**

We, at our full and complete discretion, may pay a check, other than a cashier's, teller's or certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner described above.

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

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

#### **Special Account Instructions**

You may request the Credit Union to facilitate certain trusts, wills, or court-ordered account arrangements. However, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. The Credit Union shall not administer trust accounts. The Credit Union may, at its complete discretion, permit accounts to be owned by trusts on a case-by-case basis.

If you ask the Credit Union to follow any instructions that the Credit Union believes might expose it to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or require you to post a bond or some other protection. You agree to hold harmless and indemnify the Credit Union from any and all claims or losses that may arise out of any transaction pertaining to any Account. Furthermore, the Credit Union has no responsibility to determine if the trustee, personal representative, administrator, or any other fiduciary has been duly appointed and qualified to act in that capacity, nor whether any transaction by a fiduciary involving such an account is in accordance with or authorized by applicable law or agreement. The Credit Union's only obligation with such accounts is to act as a depository for the funds in the account. Account changes requested by you, or any other Account Owner, such as adding or closing an account or service, may be required to be in writing and signed and the same must be evidenced as accepted by the Credit Union at its discretion.

#### **Deposits**

Funds deposited in person to a Credit Union employee are considered deposited that day. Funds mailed to the Credit Union are deposited and posted after receipt. Funds deposited in non-staffed depositories are considered received when removed from the depository, are processed and are confirmed pursuant to Credit Union procedures and posted to your Account. If you make a deposit on a business day that we are open, we will usually consider that day to be the day of your deposit. All non-cash items credited to this Account will be credited conditionally, subject to final payment, and such items may be charged back from any Account in which you have an ownership interest or the right to withdraw, at any time until the proceeds thereof in money (U.S. Dollars) have been actually received by us. If any Item deposited in an Account is returned unpaid, you are jointly and severally liable to the Credit Union for the amount of the returned Item and any charges, regardless of who deposited the Item or benefited from the transaction. We shall not be obligated to notify you that an Item has been dishonored or not otherwise collected. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor any extra time beyond any midnight deadline. We will not be responsible for recognizing any conditions and/or written instruction concerning payment contained on an Item deposited to or drawn on an Account, including, but not limited to, restrictive endorsements or postdated Items. If you make a deposit, transfer, or payment at an unstaffed depository, you agree that the correct amount in the event of discrepancy between a written receipt or deposit slip and our accounting will be the amount that our procedure concludes was found in the envelope used to make the transaction. You agree that our conclusion regarding the amount deposited is final.

#### **Direct Deposits**

We may offer direct deposit options allowing you to pre-authorize deposits (e.g., payroll checks, Social Security, retirement checks, other government checks, etc.) or transfers from your Accounts with us. You must authorize any such deposits or transfers by a separate authorization form. If you wish to cancel the direct deposit or pre-authorized transfer option, you must notify us at least 30 days prior to the next scheduled date for any direct deposit or pre-authorized transfer. If we deposit any amount in your Account by mistake, you authorize us to deduct the amount from your Account at any time without prior notice.

#### **Night Deposits**

Each deposit placed in the night depository shall be contained in a pouch/envelope approved or supplied by us and securely locked/sealed. No article or container, other than the pouch/slip approved or supplied, shall be deposited in the night depository. The night depository is to be used only for the deposit therein of cash and checks, drafts or other items intended for deposit to your account. You expressly agree to accept as final and conclusive the record of the Credit Union as to what property was in the pouch when opened and the count of the Credit Union shall be final and binding.

#### **Endorsements**

Each of you appoints the other Account Owner(s) as your attorney-in-fact for any purpose including, but not limited to, the power to deposit funds and endorse any Item payable to any Account Owner. You agree that the deposit of any item is the legal equivalent of every Owner's endorsement of such item for deposit. You authorize the Credit Union to supply any missing endorsement for you on any Item or other instrument tendered for your Account. We are relieved of any liability in connection with collection of such Items that are handled by us and we shall not be liable for acts of our agents, subagents or others, or for any casualty. You agree to indemnify us from any loss due to an endorsement or other writing placed on a check, before it is accepted by us, in an incorrect manner under the Federal Reserve's Regulation CC or other applicable laws or rules.

#### **Actions by Legal Representatives**

You agree that we are authorized, but not required, to recognize the authority of any attorney-in-fact, guardian, custodian, trustee, or agent legally appointed by you or by a court of competent jurisdiction for the transaction of business on your Accounts. In doing so, we will have no duty to inquire as to the use or purpose of any transaction by any legal appointee. You agree that we are not obligated to conduct any transaction except those actually authorized by you.

In order to honor the appointment of an attorney-in-fact, we may require, at our full and complete discretion, such person to indemnify us for any loss, claims, or damages arising from our reliance on the appointment of the attorney-in-fact. You agree to allow us to forward any power of attorney presented to us to our attorneys for review and that any delay caused by such review is authorized and reasonable under the circumstances.

#### **Inactive Accounts**

An Account may be considered dormant/inactive when there has been no transaction other than dividend postings for a period established by the Board of Directors. The Credit Union may charge a fee for continuing to process your dormant/inactive Account as set forth in the Rate Schedule and Truth in Savings Disclosure and Fee Schedule. The Credit Union will send notice to you, as required by law, at your last known address prior to imposing any fee. You authorize us to transfer funds from any account from which you can withdraw to cover any such fee. To the extent allowed by law, the Credit Union reserves the right to transfer the Account funds to an account payable and to suspend any further account statements, dividends and interest payments.

#### **Abandoned Accounts**

If a deposit or withdrawal has not been made on the Account and the Credit Union has had no other sufficient contact with you within the period specified by state law, the Account will be treated as abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

#### **Termination of Account**

The Credit Union may terminate your Account at any time without notice to you or may close your Account or apply for a new account if: (1) there is a change in Owners or authorized signer; (2) there has been a forgery or fraud reported or committed involving your Account; (3) there is a dispute as to the ownership of the funds in the Account; (4) any share drafts are lost or stolen; (5) if there are excessive returned unpaid Items not covered by an overdraft protection plan; (6) if there has been any misrepresentations or any other abuse of any of your Accounts; (7) if the Credit Union reasonably deems it necessary to prevent a loss to the Credit Union; or (8) if the Credit Union believes such termination to be in the best interests of the Credit Union. You may terminate any single party account at any time by notifying the Credit Union in writing. The Credit Union reserves the right to require the consent of all Multiple Account Owners for the termination of a Multiple Owner Account. As long as we act in a manner consistent with good faith and the exercise of ordinary care, we may refuse to honor any request to close your Account. The Credit Union is not responsible for payment of any Checking Account withdrawal, or other Item after your Account is terminated; however, if the Credit Union pays an Item after termination, you agree to reimburse the Credit Union for the payment.

We have the right to terminate any Account and to terminate all of our liability hereunder by mailing a check or draft for the balance of this Account to the address on file for any Account Owner. In the event of a dispute over the ownership of the Account, you authorize us to file legal action, including an interpleader, for a determination of ownership. You authorize us to deduct our costs and expenses involved in filing the legal action, including attorney's fees, from the Account funds and to file the remaining sum with the court.

#### **Termination of Membership**

You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union. You may voluntarily terminate your membership at the Credit Union after giving notice of your intent to withdraw from membership and withdrawing all funds on deposit as legally required of the Credit Union.

#### **Death of Account Owner**

The Credit Union may continue to honor all transfers, withdrawals, deposits, and other transactions on the account until the Credit Union is notified in writing of a member's death. Once the Credit Union is notified of a member's death, the Credit Union may pay Items or honor other payments or transfer orders authorized by the deceased member.

You agree the Credit Union can require that anyone who claims funds in your Account after your death to indemnify the Credit Union for any losses actually or potentially resulting from honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any Account owner.

**Set Off; Security Interest**

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

You agree to and grant as security for all obligations you have with us, except obligations secured by your principal residence, all of the funds in any account, now or in the future, in which you have an ownership interest or the right to withdraw funds without regard to any statutory presumption regarding ownership, without the requirement that the debt be owed by such Account Owner, and regardless of who contributed the funds to the Account. To the extent you owe the Credit Union money as a borrower, guarantor, and endorser or otherwise, including amounts owed because of incurred fees, the Credit Union has a statutory lien, and by this document a consensual lien, on any or all of the funds in any account, now or in the future, in which you have an ownership interest or the right to withdraw funds without regard to any statutory presumption regarding ownership, without the requirement that the debt be owed by such Account Owner, and regardless of who contributed the funds to the Account. The Credit Union may enforce this lien, by freezing account funds or otherwise, without any further notice and prior or subsequent to a default, even if an overdraft, dishonor, or interest penalty results. The Credit Union may reopen an account, which was closed by you, to allow a subsequent deposit to clear, and then exercise its lien against those funds.

**Notices**

You agree to notify the Credit Union in writing of any change of your address or name. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to the Credit Union. The Credit Union requires written notice of a change in address. If the Credit Union attempts to locate you, the Credit Union may impose a service fee. Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any one Account Owner is agreed to be notice to all Owners.

**Electronic Storage of Documents and Electronic Signatures**

You agree that it is unnecessary for the Credit Union to retain the original of any document. You agree that the electronic stored image of any document is the original of that document, and that any document provided to you to take with you is a copy of that document. You agree that no pen-on-paper signature is necessary to authenticate your agreement with any document which is retained by the Credit Union, but that the Credit Union may rely upon an electronic version of your signature. You agree that the Credit Union may rely upon an electronic device upon which you inscribe your signature or by the use of a Personal Identification Number ("PIN") which may be recorded or stored with or upon electronically stored images of any document relevant to this Agreement and/or services.

**Changes to the Agreement**

The Credit Union may amend the terms of this Agreement, including but not limited to, the conditions, rules and procedures, from time to time. We will notify you of such changes if required by law. The changes will be effective on the date specified or as otherwise required by law.

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 the CEO/President.

**Miscellaneous Provisions**

We reserve the right, at any time and at our complete discretion, to require you to give, in writing, not more than 60 days notice of intention to withdraw the whole or any part of the amounts in any of your Accounts.

You agree the Credit Union shall not be responsible for any delay in performance hereunder resulting from events beyond the Credit Union's control including, but not limited to, computer, transportation, communication or equipment failure, delays caused by another party, fire, flood, or other acts of God, war, or nature.

If we institute a suit against you as a result of a breach by you in this Agreement or as a result of an overdraft, you agree to pay our costs of litigation, including, but not limited to reasonable attorney's fees and court costs. You agree to hold harmless and indemnify the Credit Union, its employees, and agents from and against any and all loss, claim, or damages, including reasonable attorney's fees, that we may incur on your behalf.

The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.

The paragraph headings are for convenience only and do not form a part of this Agreement. If any provision of this Agreement is deemed invalid, the rest of this Agreement will remain in full force and effect.

**Arbitration**

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

**Governing Law**

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state of Alabama, without regard to its choice of law provisions, and local clearinghouse rules as amended from time to time.

**Fair and Accurate Transactions Act Notice**

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

**Unlawful Internet Gambling Enforcement Act (UIGEA) Notice**

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

**Identification and Authorization to Obtain Information**

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

**Privacy, Part 715 OF NCUA'S Rules**

We maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy. The Credit Union will provide you with a copy of its Privacy Policy at the time your membership account is opened and when otherwise required to do so.

#### **Funds Availability**

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. At that time, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written. To determine when your funds are available, the length of hold is counted in business days after the day of deposit. Every day except Saturday, Sunday or a federal holiday is a business day. If you make a deposit before 5:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 p.m. or on a day we are not open, we will consider the deposit made on the next business day we are open. Availability does not guarantee ultimate collection of non-cash funds. Any dishonored instrument(s) will be charged back against any of your Accounts.

Deposits made in person to one of our employees, cash and funds from Federal Reserve Bank Checks, federal home loan checks, postal money orders, state and local government checks, cashiers', certified and tellers' checks will be available on the first business day after the day of your deposit if they are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you make your deposit into an ATM), funds from that deposit will be delayed an additional business day. Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate may not be available until the fifth (5<sup>th</sup>) business day after the day of your deposit. Funds from deposits made at ATMs that we own or operate will be available on the second (2<sup>nd</sup>) business day after the day of your deposit. All ATMs that we own or operate are identified as our machines.

Funds from other check deposits will not be available until the second business day after the day of your deposit. The first \$225.00 of your deposits, however, will be made available on the first business day.

Funds you deposit by check may be delayed for a longer period of time under the following circumstances:

1. We believe a check you deposit will not be paid.
2. You deposit checks totaling more than \$5,525.00 on any one day.
3. You deposit 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 a failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. Local checks will generally be available no later than the seventh (7) business day after the day of your deposit. Checks deposited into your Share Account will become available when the funds are received.

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic deposits to your Account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposits of cashier's, certified, teller'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. The excess over \$5,525.00 will be available on the ninth (9<sup>th</sup>) business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made in person to one of our employees, the first \$5,525.00 will not be available until the second business day after the day of your deposit.

Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same day as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time that it takes us to collect the funds from the financial institution upon which it is drawn.

#### **Wire Transfers**

The following terms shall apply to all wire transfers of funds (as defined by Federal Regulation J and Article 4A of the Uniform Commercial Code as set out in the Code of Alabama) to or from any of the member's accounts at this Credit Union. To the extent the terms contained in this Agreement are different than those in any other agreement or terms of accounts, this Agreement shall control and be deemed to modify such other agreement or terms of accounts.

If you request a funds transfer to be made or if a funds transfer is made to your Account, the Federal Reserve Board's FedWire may be used. Regulation J governs all FedWire Transfers and therefore, determines the rights and liabilities of the parties of the transfer.

All Automated Clearing House payments are provisional. We may give you credit before we receive final settlement of the funds transfer. If we do not receive payment for the provisional credit granted we might charge back to you any provisional credit that we have given. In that event, you authorize us to take such sum from any Account in which you have an ownership interest or the right to withdraw.

Notice of funds transferred from or a receipt of a funds transfer into your Account will be made by us on your periodic statement for the affected Account. We are not obligated to provide you with next day notification of transfers to your Account. You may, of course, inquire between periodic statements regarding transfers. You agree to examine the periodic statement within fourteen (14) days after the statement 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 funds transfers will be made according to our security procedures. Those security procedures are intended to verify that an order is authorized and detect errors in the transmission or content of the payment order. The security procedures we will use are: (1) wire transfers must be made in person at the Credit Union; (2) you will be required to produce your approved photo identification; and (3) you will be required to sign a wire transfer authorization. These security procedures will also apply to any amendment or cancellation of a payment order. A payment order, verified by the security procedure is effective as your order, whether or not the order is in fact authorized by you. We may give you notice of change in the security procedures. In this event, we shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree in writing to an alternate security procedure.

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

Any rate of interest that we may be obligated to pay as a penalty under Regulation J or Article 4A shall be equal to the dividend rate paid on the account from which the funds 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, remote or special losses or damages, including attorney's fees and costs, arising from any wire transfer.

We may establish or change the cut-off time for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless you are notified of other times or other times are posted for various types of funds transfers, the cut-off times will be:

11:00 a.m. for all outgoing international wire transfers; 2:30 p.m. for all outgoing domestic wire transfers; and 4:00 p.m. for all incoming domestic or international wire transfers on each weekday that we are open and which is not a holiday. Payment orders, cancellations or amendments received after the applicable cut-off time may be treated as having been received on the following 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 funds transfer order received from you but may do so at our option.

We may, at our option, choose not to carry out your funds transfer order, including cancellation or amendment of an order, that is not in accordance with the terms of this agreement, or 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 funds transfers must be made in accordance with the rules and procedures that we have in place at the time of the request. We may charge you a fee for the transfer or other related services according to our Fee Schedule at the time of the funds transfer order.

#### **Electronic Fund Transfers (EFTs)**

The following terms and conditions will govern all electronic fund transfers (EFTs) initiated by you or anyone else you have given access to your Accounts, whether by telephone, automated teller machines (ATMs), Automated Clearing House (ACH) networks, or by any other electronic means. You agree to be responsible for all unauthorized EFTs made from your Accounts subject to limitations contained in applicable federal law. Those limitations on your liability for unauthorized EFTs are summarized later in this part. By signing the Signature Card, you request us to issue an access device and authorize us to issue one to you. You agree that any ATM or Debit Card issued to you remains our property and may not be transferred or assigned to anyone. Upon our request, you agree to return your ATM or Debit Card to us. Everyone who receives, signs, or uses an ATM Card or Debit Card issued under this Agreement must be a party to this Agreement. We may terminate access to EFTs or cancel your access devices at any time. Upon such termination, we shall give you notice of termination. The devices may not be used after we cancel them or after they have expired. If we do cancel, you agree to return your Card(s) to: Family Savings Credit Union, Attention: Member Services Department, 711 East Meighan Boulevard, Gadsden, Alabama 35903.

Access to EFTs may be terminated by you by giving a written notice to us and returning the Card to us. Termination of the access device shall not affect the liability you incurred prior to termination. You must keep your share account(s) and Checking Account(s) open in order for your access to EFTs to remain valid. You agree to pay the current charges shown on our Fee Schedule and any future charges that may be approved by our Board of Directors for the use of EFTs. You authorize us to take any such fees from any account in which you have an ownership interest or right to withdraw.

We believe that the various means of accessing EFTs will prove to be reliable. However, certain means may not operate properly at all times. We, therefore, will not promise that our systems will always be available for your use. You promise not to attempt to make a transfer when a system tells you or other circumstances give you a reason to believe that the system is closed or is not operating properly due to a technical malfunction or are otherwise unable to make the transfer you desire.

You agree that if we notice your accounts are being used more frequently than usual, or are having larger amounts withdrawn than are usually withdrawn, we may try to contact you to verify that the access device to the EFT has not fallen into the hands of an unauthorized user. If we do not reach you, we may, in order to attempt avoidance against possible losses, choose to invalidate your access device the next time it is used. If we do, in fact, invalidate your access device, it may be revalidated. Contact us for the particulars involved in revalidating the device. However, you understand that we have no obligation to keep up with how the account is usually used or to notify you if we notice unusual activity.

To initiate transactions via an ATM Card, Debit Card or our telephone response system, you must have a personal identification number (PIN). You agree not to tell your PIN to anyone, not to write the PIN on your Card or do anything else that would cause the Card or PIN to fall into the wrong hands.

You agree also to tell us if you believe the Card or PIN has been stolen or lost. The fastest way to notify us is by calling (888) 311-3728 during business hours.

You agree that we are not responsible for providing security guards or other security measures at various ATM terminals unless required by applicable law.

If you make a transfer, deposit or payment at an ATM terminal, you agree that the correct amount, in the event of a discrepancy between a written receipt or deposit slip, will be the amount that we find in the envelope used to make the transaction. You agree that each transaction completed during normal Credit Union business hours will be posted immediately to your account; transactions received after normal Credit Union business hours may be posted on our next regular business day. You further agree that credit to accounts for non-cash Items will be conditional until we can collect the Item. If we cannot collect the amount of the non-cash Item, that amount will be deducted from your account.

You agree that the EFT system shall be used only for the type of EFTs we offer and to have access only to the accounts that we in advance have approved. If through some error the Card permits you to withdraw funds from an account that you should not be allowed to use, we may charge the amount involved to an account that you can use.

In addition to the terms and conditions listed above, you agree that any accompanying Electronic Funds Transfer Disclosure statement shall cover EFTs made by you. This Agreement and all transactions under this Agreement will be governed by Alabama and applicable federal law.

#### Your Access Device and Electronic Fund Transfers

**YOU CANNOT TRANSFER MONEY INTO OR OUT OF YOUR ACCOUNT UNTIL WE HAVE ACTIVATED YOUR USE OF OUR ELECTRONIC FUND TRANSFER SYSTEM.** To activate your ATM Card or to have access to Dial Connection you need to contact our office and obtain a PIN. To access Home Banking, you need to go to [www.familysavingscu.com](http://www.familysavingscu.com) and sign-up for each service. You will need to designate a login and password. When we issue you a PIN, the system will accept the use of your access devices. You cannot use your ATM Card, Debit Card, Dial Connection to transfer money into or out of your Account without a PIN. You cannot access Home Banking without a login and password. If you receive a Card that you do not want to use, please destroy it by cutting it in half and returning it to us.

#### **Account Access**

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

1. Preauthorized deposits made directly from other persons into your Share and Checking Accounts
2. Preauthorized transfers made directly to other persons from your Share and Checking Accounts

#### **ATM Card Transfers and Limitations**

Your ATM Card(s) may be used at any ATMs owned by the Credit Union and any affiliate locations. When used with your PIN, an ATM will allow you to initiate any of the following transactions provided the accounts have been authorized for use:

1. Deposits to Share and Checking Accounts at participating locations.
2. Cash Withdrawal from Share and Checking Accounts
3. Transfers from Share to Checking Accounts
4. Transfers from Checking to Share Accounts
5. Obtain information about your Share and Checking Account balances

You may withdraw up to \$800 in cash per business day, the most at one time being \$800, with your ATM Card from any one designated Account or a combination of your designated Accounts. You may not exceed \$800 per day in ATM Card transactions.

#### **Telephone Response System**

The PIN provided you for the Phone Link audio response system may be used with any Touch Tone telephone and allows you to initiate any of the following transactions, provided the Accounts have been authorized for use. You may request:

1. A Check Withdrawn from Share Accounts
2. A Check Withdrawn from Checking Accounts
3. Transfers from Share Accounts to Checking Accounts and Loan Accounts
4. Transfers from Checking Accounts to Share Accounts and Loan Accounts
5. Account Balances and Deposits
6. Information on Electronic Funds Transfers (ATM card, Debit cards, etc.)
7. Information on Cleared Checks
8. Information on Current Dividend and Loan Rates
9. Information on Dividends Earned and Paid on your Accounts for the Prior Quarter
10. Change your PIN

#### **Debit/Check Cards**

Your Debit/Check Card may be used to access your Checking Account to purchase goods, pay for services, get cash from a merchant, if the merchant permits, or from a participating financial institution up to your available balance.

There is no limitation on the number of withdrawals. You may purchase up to \$5,000.00, \$800 of which may be done using your ATM Card) from any one Account or a combination of your designated Accounts in any one day, subject to the available balance in your Account and network access. Furthermore, you may not exceed \$800 in cash per business day from any one designated account or a combination of your designated account. Not all services are available, and the dollar limit may be different at some ATMs. For security reasons, there are other limits on the number and dollar amounts on point-of-sale terminals.

### **Electronic Check Conversions/Electronic Returned Check Fees**

You may authorize a merchant or other payee to make a one-time electronic payment from your Account(s) using information from your share draft to:

- (i) Pay for purchases,
- (ii) Pay bills.

You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

### **Addendum for Card Agreements**

If you have a Debit Card, then the following changes apply to your agreement and disclosure:

**Liability for unauthorized use.** If you tell the Credit Union after learning of the loss or theft of the Card, your liability for unauthorized transactions using the debit system is zero. For ATM transactions, Card transactions through a non-network or cards issued outside the United States, if you tell the Credit Union within two (2) days after learning of the loss or theft of the Card, your liability for unauthorized transactions is \$50.00 and \$500.00 if you do not tell the Credit Union within two (2) business days. If you do not tell us within sixty (60) days after the statement was mailed, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money had you told us in time. We may require you to provide a written statement regarding claims of unauthorized transactions. If we determine that you have been grossly negligent or fraudulent in the handling of your account or Card, your liability may increase. These rules do not apply to other electronic transfers. You agree the Card may not be used for any illegal transaction, including, but not limited to, unlawful gambling.

### **Using DIAL Connection and Making Telephone Transfers**

You can access DIAL Connection and make automatic transfers on accounts subject to this Agreement by calling your 24-hour Telephone Teller at (800) 200-3728 and following the step-by-step procedure provided by the telephone teller. You will have to utilize your (PIN) and/or your social security number to access DIAL Connection.

### Summary of Your Liability For Unauthorized Transfers

#### **In General**

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Accounts (plus your maximum overdraft line of credit and open-end credit). If you tell us within 2 business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50.00 if someone used your Card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if your Statement shows transfers that you did not make, including those made by Card, code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the Statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

#### **Liability Limits for Debit/Check Card when Used for Point-of-Sale Transactions**

Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Debit/Check Card, when used for point-of-sale transactions if you report the loss or theft of your card within 2 business days of when you discover the loss or theft of the card. If you do NOT tell us within 2 business days, your liability is the lesser of \$50 for the amount of the money, property, labor, or services obtained by the unauthorized use before notification to us.

#### **Reporting Location**

If you find your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call (888) 311-3728 or write us at Family Savings Credit Union, Attention: Member Services Department, 711 East Meighan Boulevard, Gadsden, Alabama 35903. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

#### **Service Charges**

A list of the fees and charges that are applicable to your electronic fund transfers is disclosed on the Rate Schedule and Truth in Savings Disclosure and Fee Schedule. In addition, each account affected by the transaction will be subject to the regular service charge imposed for that specific Account as set forth in the Dividend Rate and Fee Schedule.

#### **Summary of Your Right to Receive Documentation of Transfers**

You can get a receipt at the time you make any transaction to or from your Account using one of our ATM or POS terminals. If you have arranged to have direct deposits made to your Account at least once every 60 days from the same third person or company, you can call us at (888) 311-3728 to find out whether or not the deposit has been made. You will receive a monthly statement, unless there are no transfers in a particular month. In any case, you will receive a statement at least quarterly.

#### **Right to Stop Payment of Preauthorized Transfers**

If you told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how: Call us at (888) 311-3728 or write us at Family Savings Credit Union, Attention: Member Services Department, 711 East Meighan Boulevard, Gadsden, Alabama 35903 in time for us to receive your request at least 3 business days before the payment is scheduled to be made. If you call us, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you a fee for each stop payment order you give. If these regular payments may vary in amount, the person you are going to pay will tell you ten (10) days before each payment when it will be paid and how much it will be. (You may choose instead to get this notice only when a payment would differ by more than a certain amount from the previous payment, or when the certain amount would fall outside certain limits that you set).

#### **Liability for Failure to Stop Payment of A Preauthorized Transfer**

If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### **Financial Institution's Liability For Failure To Make Transfers**

If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

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

#### **In Case of Errors or Questions About your Electronic Transfers**

Call (888) 311-3728 or write us at Family Savings Credit Union, Attention: Member Services Department, 711 East Meighan Boulevard, Gadsden, Alabama 35903 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Your inquiry must include:

1. Your name and Account number,
2. A description of the error or the transfer you are unsure about
3. An explanation of why you believe it is an error or why you need more information, and
4. 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 10 business days. We will tell you the results of our investigation within 10 business days (20 business days if the transaction involved an account opened within 30 days) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point-of-sale transaction, a foreign initiated transfer, or the transaction involved an account opened within 30 days) to investigate your complaint or question. If we decide to do this, we will re-credit your Account within 10 business days (20 business days if the transaction involved an account opened within 30 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 the error you assert is an unauthorized VISA Debit/Check Card point-of-sale transaction, we will re-credit your account within 5 business days unless we determine that the circumstances of your account history warrant a delay, in which case we will re-credit your Account within 10 business days. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not re-credit your Account. If we decided there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. We reserve the right to retract any provisional credits given to you should we suspect fraud or determine that there was no error.

**Termination of EFT Services**

You may terminate any EFT service under this Agreement at any time by notifying the Credit Union in writing and stopping your use of your Card and any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payments transfers has been revoked.

The Credit Union may also terminate this Agreement at any time by notifying you orally or in writing. If the Credit Union terminates this Agreement, it may notify any participating merchants that authority to make bill payments transfers has been revoked.

The Credit Union may also terminate any EFT service under this Agreement at any time by notifying you orally or in writing. If the Credit Union terminates any EFT service, it may notify any participating merchants making preauthorized debits or credits to any of your Accounts that the Account has been terminated and that the Credit Union will not accept any further preauthorized transaction instructions. The Credit Union may also program its computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.