



BUSINESS ACCOUNT AGREEMENT

The laws and regulations governing the financial services we provide are complex. To insure your understanding of our relationship with you, we provide this detailed agreement, which explains both your responsibilities and ours. If you have any questions, please contact us at the address or telephone number provided here: 430 Commerce Park Drive, Marietta, GA 30060, 770-424-0060 or 1-800-541-8921. www.LGEccu.org.

GENERAL TERMS AND CONDITION

The terms and conditions of this Account Agreement for Business Accounts ("Agreement") apply to all LGE Community Credit Union Business Accounts. You have agreed by signing the Membership Application and/or by using your account on or after the opening date, to be legally bound by the terms of this Agreement. You should keep a copy of this Agreement and anything else we send to you about your account for your records. When used in this Agreement, the terms "you" and "your" refer to your business or its authorized representative; the terms "we", "our," and "Credit Union" refer to LGE Community Credit Union. "Actual Balance" or "Current Balance," means the total amount of funds in your account at any given time and will be used/viewed synonymously through multiple channels (Online Banking, Mobile Deposit, etc.) accessible to members when verifying account balances. The term "Account(s)" refers to your LGE Community Credit Union business deposit account(s).

The purpose of this Section is to state the terms and conditions that apply to all of your accounts, account services or other relationships with us, including without limitation, loans, and other services. You understand that the agreements, terms, conditions, rules and regulations applicable to your loans, and any other applicable account(s) or service(s) remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement. Further, except as expressly stated below in regard to third party service providers, to the extent that the terms of a specific Subsection of this Agreement vary from the terms set forth in this Section, the specific terms and conditions of the Subsection will govern our relationship with you. **Generally:** The **Visa Business Debit Card Agreement ("Agreement")** governs your Company's request for issuance of, and use of a Visa Business Debit Card ("**Card**"). This Agreement supplements and incorporates the deposit account agreements which govern the business accounts of the Company and which may be accessed by the use of the Card. If there is a conflict between these agreements, the terms most favorable to the Credit Union shall control. If there is a conflict between what a Credit Union employee tells you and the terms of this Agreement, the terms of this Agreement will control. Use of the Card verifies your acceptance of the terms of this Agreement. Transactions on your account may also be governed by agreements with third parties including but not limited to NACHA's (The National Automated Clearing House Association) Operating Rules and VISA's Operating Rules together with the Rules of any Networks through whom your transaction(s) may be processed, which agreements will also be binding upon you and the Credit Union. Such third party agreements may include terms different from the terms herein including but not limited to different processing, reporting or other time periods, or require you to make any claims or provide any notifications or responses, then the third parties' requirements and rules shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement. Further, you agree at all times that you will comply with all Applicable Laws. "Applicable Laws" shall include: "(i) Visa U.S.A. Inc. Bylaws, Visa U.S.A. Inc. Operating Regulations, Visa U.S. A. Inc. Certificate of Incorporation, Visa International Bylaws, and Visa International Operating Regulations; (ii) NACHA's (The National Automated Clearing House Association) Operating Rules and (iii) any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, any state thereof, or of any applicable foreign government or state thereof, as the same may be amended and in effect from time to time; and you agree that such Applicable Law shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement. These third party agreements require you to monitor your accounts very carefully and may require you to report certain disputes, returns or unauthorized activity within as little as (2) two business days. Failure to abide by such agreements may impair any claims you may have and the Credit Union encourages you to obtain and monitor those third party agreements through whom you determine your Company will offers services or make or facilitate transactions.

Further, you represent and agree that you shall perform all transactions, undertakings and all of your obligations under this Agreement in accordance with all applicable laws and regulations. This includes, but is not limited to sanctions enforced by the Office of Foreign Assets Control (OFAC). You shall indemnify LGE Community Credit Union against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

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.

Term Share Certificates: Any term share certificate, offered by the Credit Union are subject to the terms of this Agreement, the Rate Schedule, and any account receipt or certificate disclosure, which are incorporated herein by reference.

Use of Biometrics / Fingerprints: The Credit Union may provide access to your accounts and services through the use of fingerprints or other biometrics. You agree to the use of such biometrics, and will cooperate with the Credit Union in implementing any such 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.

Important Notice on Biometrics: When you enable biometric access every person with an enrolled fingerprint on your accounts, services or device used to access your accounts and services will have access to your accounts and services, and may access your accounts, view your information, conduct transactions on your behalf, and has your authority to engage in these activities. Enrolled biometrics expand the number of persons who have access to your account regardless of the signers listed on your account agreement with us. THE CREDIT UNION ADVISES YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED BIOMETRICS BELONG TO INDIVIDUALS WITH AUTHORITY AS DESCRIBED ABOVE. BY ACTIVATING ACCESS/SERVICES REQUESTED BY YOU THE CREDIT UNION RELIES ON YOUR REPRESENTATION THAT ANYONE WITH A REGISTERED BIOMETRIC HAS PROPER AUTHORITY.

ACCOUNTS AND SERVICES FOR BUSINESS PURPOSES

You represent, warrant, and guaranty that all accounts and/or other services, including any particular transaction shall be for commercial use, and no service or transaction shall otherwise be used for any consumer, household, or family purpose whatsoever.

ACTUAL BALANCES AND AVAILABLE BALANCES

As explained in this Agreement there are many circumstances that will affect your access to the funds in your accounts. Many of these transactions are beyond the Credit Union's control as they are requirements of the payment networks that your transactions are processed through via the merchants with whom you choose to do business. Also, we may place holds on various deposits as explained in the Section in this Agreement on Funds Availability and elsewhere. Thus, your account records may show an "Actual Balance" and an "Available Balance."

Actual Balance: The Actual Balance is the total amount of funds in your account(s) at any given time. It reflects payment transactions that have "posted" to your account, but not payment transactions that have been authorized and are pending. It also reflects the full amount of all deposits, even though some portion of a deposit may be on hold and may not be available to you. Thus, while the term "actual" may sound as though the number you see is an up-to-date display of what is in your account that you can spend, that is not always the case. Any holds for purchase transactions, holds on deposits, or other checks, payments and fees that have not yet posted will not appear in your actual balance.

Example: if you have a \$50 actual balance, but you just wrote a check for \$40, then your actual balance is \$50 but it does not reflect the pending check transaction. So at that point, you actually have \$50, but you have already spent \$40.

Available Balance: The Available Balance is the amount of funds from the Actual Balance, which is available for additional transactions (withdrawals, write checks, debit transactions, bill pay, or other authorized transactions) in your account(s). The available balance takes into account things like holds placed on deposits and pending transactions (such as debit card purchases) that the credit union has authorized but that have not yet posted to your account. You should take care only to make transactions against the Available Balance, as these are the only funds you may access for transactions and used to determine when your account is overdrawn.

Example: assume you have an actual balance of \$50 and an available balance of \$50. If you were to swipe your debit card at a restaurant to buy lunch for \$20, then that merchant could ask the credit union to pre-authorize the payment. In that case, we will put a "hold" on your account for \$20. Your actual balance would still be \$50 because this transaction has not yet posted, but your available balance would be \$30, because you have committed to pay the restaurant \$20. Then the restaurant submits its bill for payment (which could be a few days later), the credit union will post the transaction to your account and your actual balance will be reduced by \$20.

Additional Circumstance and Limitations Defined: It is very important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your available balance may not reflect all your outstanding checks and automatic bill payments that you have authorized, or other outstanding transactions that have not been paid from your account. The below is the instance where the outstanding check will not be reflected in your available balance until it is presented to the credit union and paid from your account.

Example: Again, assume your Actual and Available Balances are both \$50, and you swipe your debit card at a restaurant for \$20. A hold is placed on your account, so your available balance is only \$30. Your actual balance is still \$50. Before the restaurant charge is sent to us for processing, a check that you wrote for \$40 is paid from your account. Because you have only \$30 available (you have committed to pay the restaurant \$20), your account will become overdrawn by \$10, even though your actual balance is \$50. In this case, we may pay the \$40 check, but you will be charged an Overdraft fee. This fee will be deducted from your account, further reducing the balance.

In addition, your available balance may not reflect all your debit card transactions. **Example:** if a merchant obtains the credit unions' prior authorization but does not submit the one-time transaction for payment within three (3) business days of authorization (for certain types of debit card transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account.

If you exceed the Available Balance (even though the Actual Balance may be greater), you may overdraw your account as new or additional transactions cannot be processed until funds are available for transactions. This may result in Insufficient Funds Transactions (NSF), Returned Items, and other applicable fees as a result of exceeding your Available Balance.

You can view your Actual and Available Balances via Online Banking, Mobile Banking, Branch visitation, Memberline, at an ATM. Note, the term "Actual" Balance may also be titled and/or described as "Current" Balance for certain member products and services. Also, be sure you understand the order in which your transactions are paid as explained in this Agreement so that you may avoid making transactions that exceed your Available Balance.

DEPOSITS TO YOUR ACCOUNT

You may make deposits to your Account during normal business hours at any LGE Community Credit Union branch, or by mail. If the service is available, you may also make deposits by automatic transfers from other accounts, by telephone transfer, by online banking, by Remote Deposit Capture, or at an Automated Teller Machine ("ATM") that accepts LGE Community Credit Union deposits.

The law allows and you specifically agree that we may supply any missing endorsement to a deposited check, draft, or any other instrument. However, we reserve the right to refuse to accept for deposit any item which does not bear a proper endorsement, which is payable to someone other than you or, in our sole discretion, under any other circumstances. Federal law specifies locations on checks for your and our respective endorsements. If our endorsement is illegible because you have endorsed a check in the wrong location, you will be liable for any resulting losses.

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

We may refuse to cash a check made payable to you, but instead require you to deposit the check into your Account. All deposits accepted by us are subject to verification. You should retain your copy of any receipt or other document which evidences your deposit. If you claim that a deposit was not properly credited to your Account, we may ask

you to show us your receipt or other document which evidences your deposit. You should not mail cash deposits. We will not be liable for any deposit that we do not receive. We reserve the right to make adjustments to your Account upon verification of your deposit or for computation or other errors related to your Account.

All non-cash deposits are posted to your Account subject to our receipt of "final payment" from the party on which the item is drawn. If we receive notice that an item is being returned to us unpaid, or if we do not receive final payment on a deposited item, because, for example, the drawer has placed a stop payment or the item is returned "insufficient funds" or "account closed"; or if an item is returned after final payment, we will charge your Account for the amount of the item, for any dividends carried on the item and for our applicable charges, even if the amount of the item has already been made available to you and even if we do not actually receive the returned item. If the charge-back of a returned item or a fee or other charge creates an overdraft, you agree to pay us the amount of the overdraft immediately, and we may charge your Account a service charge for the overdraft.

We receive final payment for deposited items at different times depending on the location of the parties who will pay the items. In addition, our receipt of final payment may be delayed further due to circumstances beyond our reasonable control. For more information, please see our **Funds Availability Policy** which is incorporated herein by reference and which may be amended from time to time. If we must pay any fees to collect an item you have deposited, we will charge the fees to your Account and we may impose a service charge for the collection. If you receive a credit to your Account through the Automated Clearing House (ACH) network, the rules of the National Automated Clearing House Association permit us to notify you of the credit on your next regular Account statement.

If we credit your Account for an automated clearinghouse credit entry or for any other fund transfer or payment order ("fund transfer"), the credit we give you is provisional until we receive final settlement for the fund transfer through a Federal Reserve Bank. If we do not receive final settlement or payment, you agree that you must refund to us the amount we credited to you for the fund transfer and that we may charge your Account for such amount. In such case, the person making the payment to you will be considered not to have paid you the amount of the fund transfer.

When we process incoming fund transfers, we rely on the account numbers given to us by the financial institutions or other persons who send the fund transfers to us. We will have no duty to determine if the account numbers provided to us is consistent with the name or other information given to us and we will not be liable to you if we credit a fund transfer intended for you to another member's account because the sender instructed us to credit an incorrect account number.

We reserve the right to refuse or to return all or part of a deposit at any time.

You acknowledge and agree that your deposit or issuance of a check that uses check form or stock with decorative graphics, or that has ink colors other than black or blue, or your use of check stock other than Credit Union provided or approved check stock, may result in errors in processing a check image created from such a check. You agree that, to the extent permitted by law, we shall have no liability to you in the event that you incur a loss from such errors.

You agree that you shall not deposit, without our express written consent, a document that you or someone on your behalf created or printed from an image or other electronic record of an original paper check (a "substitute check document"). Our acceptance for deposit of a substitute check document from you shall not be deemed as a waiver of the foregoing prohibition on the deposit of substitute check documents. You also shall not identify us as a "reconverting bank" or "truncating bank" on a substitute check document you deposit at any other financial institution or transfer to any other person. You hereby agree to indemnify us for any loss that we incur directly or indirectly from your deposit or transfer of a substitute check document in violation of the limitations set forth in this paragraph.

For checking accounts, 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 an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically. Further, the Credit Union may charge you a fee as set forth in the **LGE Business Account Fee Schedule** for each requested item and /or for research as applicable.

FOREIGN CHECKS

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

WITHDRAWALS FROM YOUR ACCOUNT

Money may be withdrawn from your Account in different ways, as permitted for each type of Account. We are required to permit a withdrawal only if you have sufficient available funds in your Account to cover the entire amount of the withdrawal, and you are not in default under any obligations you owe to us. Checks or other debit items presented against insufficient or unavailable funds are subject to a service charge. If there are sufficient funds to cover some but not all of your withdrawal orders, we will honor those withdrawals which can be paid, in any order convenient to us. If, in our sole discretion, we permit withdrawals for which there are not sufficient available funds, or you otherwise overdraw the available funds in your Account, you agree to repay us immediately the funds advanced to you. Your account will be accessed a fee. At no time shall we be required to allow you to overdraw your Account, even if we allowed such activity on one or more previous occasions.

We strongly suggest that you date checks with a current date. We will not be liable to you for paying checks which are post-dated, stale dated (older than six months) or do not bear a date. If you do not wish us to pay a check you have issued, you must place a stop payment order with us and renew it every six months. (Please refer to the **Stop Payment** section of this Agreement).

You may stop payment on a preauthorized electronic funds transfer in accordance with the procedures described in our **Electronic Funds Transfer Disclosure** section, which is incorporated herein by reference and which may be amended from time to time.

You agree to use only check forms supplied or approved by us, and we will have no duty or liability whatsoever where you choose to use other items. Our duty is to use ordinary care in examining checks when they are presented to us for payment. Unless we have specifically agreed with you in writing, our duty will not include monitoring nonstandard instructions or other legends appearing on checks. We shall be deemed to have exercised ordinary care if we process your checks only by automated means or if any

unauthorized signature, counterfeit check, or alteration could not be detected by a reasonably careful examination of the item. You agree that we do not have to notify you if we refuse to pay a check you have written, if we pay a check that overdraws your Account, or if we impose a fee in connection with either of these events.

If you make withdrawals by check, the check must be properly completed and signed by the person(s) whose authority is on file with us. We may refuse to honor a withdrawal if we receive conflicting instructions from two or more authorized signers or if there is reasonable doubt as to who is authorized to make a withdrawal.

We reserve the right to refuse to cash or to impose a charge on anyone who asks us to cash a check that you have written. Even if your check is otherwise properly payable, we will not be liable to you for dishonor of your check, or otherwise, as a result of such refusal.

CHECK PRESENTMENT

Your Account may be debited on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your account has been deposited for collection in another financial institution. A determination of your account balance for purposes of making a decision to pay or return an item or debit due to insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of payment or return of the item or debit, and no more than one such determination need be made.

FACSIMILE SIGNATURES

If you choose to use facsimile signatures, you agree that:

- 1) It is impossible for us to determine whether or not a facsimile signature is genuine;
- 2) We may honor any and all checks, drafts or other orders for the payment or withdrawal of money bearing or appearing to bear an authorized facsimile signature, even if the facsimile signature was made by an unauthorized person or the item on which a facsimile signature appears is itself a counterfeit item, or the facsimile signature is counterfeit.
- 3) You assume full responsibility and will indemnify us for all items paid over a forged or unauthorized facsimile signature.

TEMPORARY HOLDS AND AUTHORIZATIONS FOR AMOUNTS IN EXCESS OF TRANSACTIONS

The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions. Therefore, it is your obligation to insure that sufficient funds are on deposit at all times to cover the transactions you make – including the amount that may be subject to these holds. Pursuant to the processing networks rules a merchant (hotel, car rental company, retailer, etc.) may obtain authorization for up to 3 times the total estimated amount of your actual hotel stay, car rental or purchase. To facilitate certain transactions you make we may place temporary holds on funds in your accounts. This is deemed 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.

TRANSACTION LIMITATIONS

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. Withdrawals will only be permitted if you have sufficient funds available in your account to pay the full amount of your withdrawal orders or you have an overdraft protection plan. 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 a withdrawal, and will advise when required by applicable law if; for example: (1) there is a dispute between account owners; (2) a legal garnishment, attachment or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; or (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due.

In addition to the foregoing if any person should instruct the Credit Union to make a large cash withdrawal (the definition of which shall be within the Credit Union's sole discretion) in lieu of other methods of transferring funds offered by the Credit Union, the Member hereby releases the Credit Union from any and all liability, claims and demands whatsoever which arise from or in any way relate to the Member's possession of any large sums of cash from the moment possession of same is made available to the Member; and Member will execute and deliver any further releases the Credit Union may require in connection with any such withdrawal.

During any calendar month, you may make withdrawals or transfers by mail, ATM (if available) or in person. You may not, however, make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized, automatic, telephonic, online banking, or audio response transfer or instruction. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received through ACH. We will reject transactions which exceed the above limit. If excessive transactions continue to occur, we reserve the right to close your account.

Transaction Limitations and the Credit Union's Business Days: Our business days are Monday through Friday excluding legal holidays and holidays posted in the credit union office. Except as may be otherwise specifically provided in our Agreements, all transactions made on days that are not our business days will be treated, transmitted, recorded, etc., as applicable and appropriate as if received on the next business day that we are open. Deposits, orders, instructions, requests, etc., received by mail, electronically, at an unstaffed facility, or outside depository will be processed and credited only when actually received by us, and we shall have no responsibility until we actually receive the item.

RESTRICTIVE LEGENDS

We are not required to honor any restrictive legend on items you write unless we have agreed to the restriction in writing signed by an Officer of the Credit Union. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00".

STOP PAYMENTS

You may stop payment on a withdrawal order or on any check, except for cashiers' checks, official checks or other cash equivalent items. We must receive your stop payment order at a time and in a manner which gives us a reasonable opportunity to act on it prior to payment of the item. A stop payment order is effective for six (6) months from the date the order is received and may be renewed for additional six (6) month periods. We will accept stop payment orders issued by any person with signing authority on your Account, regardless of who initiated the check or other withdrawal order, and even if more than one signature is required on a check or withdrawal order.

Stop payment orders are subject to a fee (See Business Account Fee Schedule). You may place a stop payment order at any branch office, online via online banking, by calling

us at the telephone number noted in this agreement, by writing to us at the address noted in this agreement or by any other notice method we agree to honor. An oral order is binding upon the Credit Union only for (14) fourteen calendar days unless confirmed in writing within that period. We will request information about the check or other withdrawal order to be stopped, which may include: • Account number • Name of party to be paid • Amount • Date • Check number • Your name and address.

Stop payment orders are processed by computer. Unless the amount of the item and the other information are reported absolutely accurately, we cannot assure you that the item you want stopped will not be paid.

In the event that we inadvertently pay an item over your valid stop payment order, we may refuse to re-credit your Account if you owed the money to the payee(s). You will be required to provide evidence satisfactory to us of the amount of your loss. If we re-credit your Account, you shall be deemed to have assigned to us all of your rights against the payee(s), both on the item and on the underlying claim, and we may require you to sign an affidavit that you did not receive full value from the transaction for which the check was issued and otherwise cooperate in our recovery efforts.

USE OF CHECK IMAGES AND SUBSTITUTE CHECKS

For each original check that you deposit, you hereby authorize us (and any collecting institution, returning institution, Reserve Bank or processor which subsequently receives the original check) to create an electronic image ("check image") of the original check, and to process that check image for collection, payment and return. You further authorize the destruction of the original check that has been imaged. We may in our sole discretion determine the manner in which to collect or return a check image. We may: (i) present or transfer the check image to the paying bank, a Federal Reserve Bank, a check clearing house, image exchange network, or other collecting bank or returning bank; or (ii) create a substitute check and collect such substitute check (governed by the Check Collection for the 21st Century Act referred to here as the "Check 21 Act") instead of the check image.

A check image or a substitute check may be collected through one or more check clearinghouses, one or more Federal Reserve Banks, or pursuant to an exchange agreement with another depository institution. In such cases, you agree that the check image or substitute check is subject to the rules of that clearinghouse, Federal Reserve Bank, or exchange agreement.

You agree that we may debit your Account for any of the following items: (i) a check image of an original check drawn on your Account and presented for payment or collection, or (ii) a returned check image of an original check that was deposited by you. In these situations, we may debit your Account without receipt of, or review of, the original check associated with the check image. In our sole discretion, we may return to a presenting bank, returning bank or paying bank or post to your Account, a paper copy or paper representation of an original check (including without limitation an image replacement document or IRD, or a photocopy) drawn on or returned to your Account that does not otherwise meet the technical or legal requirements for a substitute check.

You agree that a check image that is received or created by the Credit Union in the check deposit, collection or return process shall be considered a "check" and/or an "item" for all purposes under this Agreement and applicable law.

In addition, a check that you deposit with us, or that you draw on your Account, may be truncated in the check collection process and replaced with a substitute check. You authorize us to pay, process or return a substitute check in the same manner as "check" or "item" under this Agreement. Substitute checks are governed under the Check 21 Act and the terms of this Agreement, to the extent not modified by the Check 21 Act.

You agree to indemnify and hold harmless us, our employees and agents from any loss, claim, damage or expense that you or any other person may incur directly or indirectly as a result of any action taken by us to process a check image or substitute check instead of the original check, including the destruction of the original check, as described above, to the extent permitted by applicable law.

CHECKS FROM A SOURCE OTHER THAN A CREDIT UNION APPROVED VENDOR

The Credit Union approved vendor(s) for check printing is selected based upon their high standards for printing checks. Other companies that provide printing services may not meet the high standards of our approved vendor(s) or may print terms or limitations that we do not agree to on such checks. Therefore, you acknowledge and agree that we have no responsibility or liability to you whatsoever resulting from/to: non-payment; returns as no account/insufficient funds or otherwise; limitations we do not specifically agree to in writing; or any other processing/payment error with regard to any check that is not printed by our approved vendor(s).

LIMITATION ON HIGH SPEED CASH LETTERS

When depositing a paper check cash letter for high speed processing, you may only include in such cash letter those checks or items that are eligible for conversion to a check image under the terms of this Agreement and any other documentation, terms and conditions and instructions provided by us to you from time to time. Without limiting the generality of the preceding sentence, a high-speed cash letter may not include any of the following items: forward or return items in carrier documents, photocopies in lieu, and notices in lieu of return, foreign items, or mutilated items. To deposit these non-eligible items you must prepare a separate cash letter and indicate in the cash letter, in the manner specified by us to you from time to time, that the cash letter consists of items not eligible for imaging. You hereby agree to indemnify us for any loss that we incur directly or indirectly from your deposit of a cash letter in violation of the limitations set forth in this paragraph.

DIVIDENDS

Dividends are subject to the approval of the Credit Union's Board of Directors and are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. The following provisions apply to dividend-bearing business accounts:

Not all business accounts pay dividends. You should refer to your Rate and Fee Schedule, which is incorporated herein by reference, to assess current dividends (if any), costs, fees, and other charges.

Payment and Balance Computation: Your dividend rate and annual percentage yield may change. At our discretion, we may change the dividend rate and Annual Percentage Yield on your Account any time without notice to you. We may also change the manner in which dividends are calculated and/or credited to you, by posting the change in our branch offices, by making such information available upon request in our branch offices, or in any other manner required or permitted by law. If you desire current dividend rate and annual percentage yield information, please ask in any branch office, telephone your Credit Union representative, or review online at www.lgeccu.org.

We reserve the right to calculate dividends for those dividend bearing Accounts which are used for business or other non-personal purposes, in a manner different from those
Updated: 04.01.2018

dividend-bearing Accounts which are used for personal, household or family purposes. We must report dividends on certain non-corporate Accounts to the appropriate governmental agencies. It is your responsibility to give us your correct tax identification number and to make certain written certifications to us as required by law. If you fail to give us your number or the required certifications, we may withhold and pay to the government a percentage of the dividends earned on your Account, as required by law. You may also be subject to government penalties.

Dividends on all dividend-bearing business checking accounts referenced in this Agreement are compounded monthly and credited monthly. Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for a 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 begin to accrue on dividend-bearing accounts no later than the business day we receive credit for the deposit of checks and other non-cash items. Unless stated otherwise, the term "month" when used in this Agreement or any Schedule or other Addendum means monthly statement cycle.

STATEMENTS

We will mail, send electronically, or otherwise make available to you statements of your account, notices and other information regarding your account or any service (collectively, Account Related Information) to the postal or electronic address reflected in the records of your Account. This statement will list all activity that relates to your Account during the statement period and any other information required by law. Upon receipt, you should review your statement carefully. If you fail to notify us, within 10 business days of receipt or availability of the statement or other written or electronic report of your account transactions, of a problem or discrepancy that appears on the statement or report, such as an unauthorized transaction or the forgery or alternation of any item charged to your account, you may lose certain legal rights. In no event will we be liable for any unauthorized transaction or any forgery, unauthorized signature or alteration of an item on your account that is not brought to our attention within 60 days of the date on which your statement or report was received or made available to you.

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.

Please notify us in writing of any change in your address. If your statement is returned to us, we will suspend further mailings until a current address is received. You will be deemed to have received any information we mail to you five (5) business days after the information is mailed, even if it is returned to us as undeliverable. You will be deemed to have received information we hold at your request at the time we make such information available for you to pick up. You will be deemed to have received information we make available to you electronically on the date we make the information available for access by you.

INACTIVE ACCOUNTS

If your Account is inactive (i.e., you do not make any deposits or withdrawals) and you have not otherwise communicated with us about your Account for the period provided by law, we will be required to transfer the balance of your Account as "abandoned property" to the appropriate state authority. If your Account is inactive for the period of time specified in our Business Account Fee Schedule, we reserve the right to impose an inactivity charge on your Account. You also agree that if it becomes inactive, your Account will be subject to any new fees or fee increases which go into effect during the period of inactivity.

If your account falls below any applicable minimum balance or you have not made any Transactions within the period of time specified in the Schedule, we may classify your account(s) as inactive. An account is generally only considered dormant when an applicable State law requires such classification (i.e., dormant or abandoned). Although having no obligation to do so, we reserve the right to not classify a particular account as either inactive or dormant if any owner thereof has other active accounts or services with us. You may be charged fees as set forth in the Schedule for inactivity, which is generally the failure to transact any business on an account for a period set forth in the Business Fee Schedule. Unless specifically prohibited by applicable law, we may also charge a service fee set forth on the Rate and Fee Schedule for processing your dormant account ("Abandoned Property / Dormancy Processing Fee"). You authorize us to transfer funds from all other account(s) owned by you to cover any such fees. 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. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with applicable state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

ADVERSE CLAIMS TO FUNDS IN YOUR ACCOUNT

Without any obligation or liability, we may place a hold on your Account in the amount of any funds for which there may be an adverse claim when we investigate the claim or until ownership of the funds is established to our satisfaction.

MONEY OWED

Except to the extent otherwise agreed with you in writing, any loans, charges, service or analysis charges, overdrafts or other obligations or other indebtedness now or hereafter owed to us by you may be charged in whole or in part to the Account, to any other account(s) in your name, or to accounts of co-owners and of certain individuals, to the extent permitted by law. You grant us a security interest in the balance in the Account and in any other account(s) in your name, to pay all loans, charges, service or analysis charges, overdrafts or other obligations or other indebtedness now or hereafter owed to us by you. In addition, we may exercise our right of set off without advance notice to you and without regard to any other right that we may have against you or any other party. Such set off shall be effective immediately upon the occurrence of the event giving rise to the set off rights even though we may enter the set off on our books at a later date.

Our security interest and right of set off shall prevail and take priority over any adverse claim, change of ownership, pledge, attachment, garnishment, levy, court order or other legal process of any kind whatsoever. Should one of these events occur, we may take any action permitted or required by law.

CHANGE IN ACCOUNT INFORMATION

You must notify us immediately of any change in the officers of your business or signing authority for your Account. We may ask you to execute and deliver to us new account resolutions and new business account applications before the change is made effective. You should also notify us in writing of any change in your address.

TRANSFER OF OWNERSHIP

Your account is not assignable or transferable except on our records. We must approve any pledge of your Account as security for a debt, and any pledge remains subject to our security interest and right of set off, unless we otherwise agree in writing. If you wish to transfer ownership of your Account, we may require that your Account be closed and a new one be opened by and in the name of the new owner(s). New owner(s) must qualify and be eligible for LGE Membership.

ENTITLEMENTS

As the Primary Account Owner "Administrator", you agree to set up and grant access only to "Users" that are at least eighteen (18) years of age, and are capable of binding to a legal contract in the jurisdiction from which you enter into this agreement. You will be able to add, manage, and revoke Online Banking privileges for each User profile and all their respective authorities at your sole discretion. User(s) through assigned Roles are deemed authorized by you to use and may authorize the use and access of accounts and services, and may request the issuance or re-issuance of any access device the Business may obtain from the Credit Union for access and use of any accounts and/or services the Credit Union offers now or in the future; and such use, authorization or issuance shall be deemed authorized for all purposes under the agreements between the Business and the Credit Union. You agree that we will not be responsible or liable to you in any way if an unauthorized person intercepts information. It is your responsibility to terminate access through Online Banking for all Users that you deem no longer authorized to have access to your Account(s).

DEATH OF SOLE PROPRIETOR

Following the death of a sole proprietor of an unincorporated business, the balance in the Account shall be payable in accordance with applicable law upon presentation of appropriate qualification documents and any required tax release. Sole proprietors may have beneficiaries designated to their accounts.

CHARGES TO YOUR ACCOUNT

Your Account may be subject to various charges, including but not limited to item charges, a monthly service charge, charges for the use of certain Account services, and late payment charges as set out in the **LGE Business Account Rate and Fee Schedules**, statement or other fee disclosure we provide to you, and which are made part of this Agreement. Unless otherwise agreed, these charges will be deducted from your Account balance automatically and may cause you to become overdrawn or your outstanding checks to be returned unpaid.

If funds in your Account are attached, garnished, or levied against, or if we are prohibited by law from paying on your Account, we may assess a legal process charge. We will debit your Account for any expenses we may incur as a result of any such legal action. Any such legal action may reduce your Account balance and cause your outstanding checks to be returned unpaid. We reserve the right to charge a fee for cashing checks you write. This fee will be collected from the payee at the time the check is cashed. If the payee refuses to pay our check cashing fee, we may refuse to cash your check, even if your check is otherwise properly payable, and we will not be liable to you for dishonor of your check, or otherwise, as a result of such refusal. You may contact your Credit Union representative to learn the amount of the fee.

We reserve the right to make changes to our fees and other charges from time to time. Where practicable, notice of such changes for your Account will be posted in our branch offices, mailed to your account address, sent electronically, or otherwise made available to you otherwise as required or permitted by law.

CLOSING YOUR ACCOUNT

You or the Credit Union may close your Account at any time for any reason and without prior notice. If we close the Account, we will mail you a check for the final balance. You will still be liable to us for any service charges, returned checks or overdrafts, which may occur after the Account is closed.

TERMINATION OF ACCOUNTS AND SERVICES

We, in our sole discretion, may terminate, limit or restrict, or change the terms, as we in our sole discretion deem appropriate, any of your account(s) or service(s), including but not limited to loan services, or place a freeze on any sums on deposit with us at any time without notice or require you to close your account(s)/service(s) and apply for a new account(s)/service(s) if: (1) there is a request to change the owners or authorized users; (2) there is a fraud/forgery or unauthorized use committed or reported; (3) there is a dispute as to ownership of any account or sum on deposit; (4) there are any share drafts that are lost or stolen; (5) there are returned unpaid items-Transactions not covered by an overdraft plan agreement with us or any abuse of any such plan per our assessment thereof; (6) there is any misrepresentation regarding any account(s) or service(s); (7) the Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (8) if we believe you have been negligent in protecting any access devices or codes; (9) we deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees; (10) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Agreement; or (13) you violate any Credit Union policy, procedure or standard or any law, regulation or rule. We, on our own accord, may place a stop payment on any share draft, item or Transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for termination. Club accounts may be terminated if deposits are not made within certain time periods in successive periods. We are not responsible for any draft, withdrawal, item or Transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us upon demand.

INFORMATION

You agree to cooperate with us in any record keeping and reporting which we believe to be necessary to fulfill government requirements.

Telephone Requests: You agree that funds in any account(s) with us can be transferred, upon the telephone request of any signer on the account, to another account with us or to any other financial institution. Furthermore, we reserve the right to refuse to execute any telephone request or order.

Consent to Communications from the Credit Union: 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.

Recording Conversations: You understand and agree that for our mutual protection we may record any of our telephone conversations.

"E-Mail" and Facsimile Communications: You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the e-mail address in your Membership Application, or any other application or written communication actually received by us. Any

account owner may change the e-mail address for statements or other information from us at any time. The Credit Union may not immediately receive e-mail communications that you send. We reserve the right to require any notices from you to be submitted to us in writing, and we may refuse to send certain information through unsecured e-mail communications. You expressly consent and agree to us, our agents or any parties we authorize sending and your receiving any communications hereunder by facsimile or other electronic methods including any offers for Credit Union, affiliate or third party services and/or products.

Credit Reports, Membership-Account Eligibility, Other Credit Union Services and Social Media: To verify your eligibility or continued eligibility for membership, any account(s), service(s), or loan products; increases or decreases in services and/or credit limits, now and in the future; or as needed to comply with any applicable law, regulation or governmental agency requirements, you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports. You agree that this authority applies to any account, account-related service, loans or other financial products you request or which we may offer or make available to you. We may also report information concerning your account(s) and credit to others. You also understand that you may elect from time to time to use 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.

DISCLOSURE STATEMENTS

In connection with your Account, we may give to you certain disclosure statements or policies, and may revise them from time to time. All such statements, policies and revisions shall be considered to be a part of this Agreement.

OUR STANDARD OF CARE

Our responsibility to you is limited to our exercise of ordinary care in performing the services covered by this Agreement. Substantial compliance with our standard procedures shall be deemed to be the exercise of ordinary care. We will have no liability to you for taking or not taking any action permitted but not required. We will not be liable for the action or inaction of any third party in handling items deposited to or withdrawn from your Account. No third party shall have any rights or claims against us under this agreement.

OTHER SERVICES

If you use other Credit Union services in connection with your Account, and there is any inconsistency between the terms and conditions of the agreement for those services and this Agreement, then the terms and conditions stated in the agreement for the additional services shall control, but only to the extent necessary to avoid inconsistency with this Agreement.

AMENDMENT, WAIVER

We reserve the right to amend this Agreement from time to time, including the right to convert your Account from one product to another. Where practicable, we will post notice of any amendment in our branch offices, or we will electronically mail or mail notice of an amendment to the email or mailing address which you have specified for your Account, or notify you otherwise as required or permitted by law. Any waiver by us of any term or condition stated in this Agreement must be in writing and signed by a Credit Union officer and shall not be considered a waiver of any other or future obligation or right.

SEVERABILITY

In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement not held by the court to be invalid or unenforceable will continue in full force and effect.

WAIVER OF JURY TRIAL

You irrevocably waive any and all rights you may have to a trial by jury in any action, proceeding or claim of any nature relating to this agreement or your account, any documents executed in connection with this agreement or your account, any transaction contemplated in any of such documents, or any other agreements, transactions or relationships you may have with us now or in the future. You acknowledge that the foregoing waiver is knowing and voluntary.

GOVERNING LAW

This Agreement is governed by the laws and regulations of the state in which the Credit Union office where you opened your account is located. If your account is opened by mail, or electronically through our Internet Website, and we have a branch office in your state of residence, this Agreement is governed by the laws and regulations of that state. If we do not have an office located in your state of residence, and your account is opened by mail, or electronically through our Internet Website, this Agreement is governed by the laws and regulations of the State of Georgia. This Agreement is also at all times governed by the laws and regulations of the United States of America.

Further, you represent and agree that you shall perform all transactions, undertakings and all of your obligations under this Agreement in accordance with all applicable laws and regulations. This includes, but is not limited to sanctions enforced by the Office of Foreign Assets Control (OFAC). You shall indemnify Credit Union against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

MANDATORY ARBITRATION OF DISPUTES AND CLAIMS

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

not limited to the rights of possession, off-set, property rights, money damages, declaratory relief, and injunctive relief. No arbitrator shall have the jurisdiction or authority to add to, take from, nullify or modify any of the terms of the Agreement. The arbitrator shall be bound by the facts and evidence submitted to him. Arbitration will be subject to the rules of procedure and evidence consistent with the Rules of the American Arbitration Association, and the Arbitrator will not apply federal or state rules. The decision of the arbitrator shall be final and binding and may be enforced in accordance with the terms of either the Federal or applicable State Law, except for any specific appeal right regarding a judgment under the FAA or a judgment for more than \$100,000. For these judgments, any party may appeal to a three-arbitrator panel appointed by and under the rules of the AAA. The decision of the panel will be by majority vote and will be final and binding except for any specific appeal right under the FAA. All provisions of this Arbitration Agreement will apply to the panel. Judgment upon the award rendered may be entered in any court having jurisdiction.

With the exception herein, the parties agree and understand that all disputes (including all legal and equitable rights and remedies) arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, regulatory, and property disputes will be subject to binding arbitration in accord with this agreement. Notwithstanding anything hereunto the contrary, the Credit Union retains an option to use judicial or non-judicial relief to enforce a security agreement relating to any collateral pledged to secure the Agreements between the parties, to enforce all monetary obligations by you to the Credit Union so long as there is no dispute that is subject to mandatory arbitration, or to foreclose on any collateral securing your obligations to us by way of replevin, claim and delivery, or otherwise. The initiation and maintenance of an action for judicial relief in a court [on the foregoing terms] shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Agreement, including the filing of a counterclaim in any action brought by the Credit Union pursuant to this provision.

Any arbitration proceeding will take place in the federal judicial circuit where the Credit Union maintains a branch that is the closest Credit Union branch to your primary place of business. Each party must bear all of their own expenses, including the party's own attorneys, experts, and witnesses, regardless of who wins the arbitration, except to the extent that applicable law specifically requires otherwise. The rules of the AAA will be applied to any arbitration between the parties, except in the event of any inconsistency between this Agreement and the rules of the AAA, in which case this Agreement will govern.

COSTS, EXPENSES AND ATTORNEYS' FEES

All owners of account(s) or service(s) with us agree, jointly and severally, to pay us for all costs and expenses, including attorneys' fees we may incur: (1) If it is necessary for us to bring any legal or other action to collect any sum you owe the Credit Union; (2) 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, legal process; your failure to comply with any obligation in this Business Account Agreement or otherwise; (3) If we incur any expense as a result of any dispute, adverse or inconsistent claims; (4) If we bring any action contemplated in this Agreement; (5) 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 (6) 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 attorneys' fees. In the case of any collection action you agree that 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 attorneys' 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.

INDEMNITY

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. An example of the kind of protection asked for would be your promise to protect the Credit Union against any claims (an indemnity).

ELECTRONIC FUNDS TRANSFER DISCLOSURE

The following contains important information regarding electronic fund transfer services the Credit Union may offer to its members, some of which may not apply to your account. Electronic funds transfers (EFTs) are electronically initiated transfers of money involving a deposit account at the Credit Union and multiple access options including automated teller machine, Visa Business Debit Card, Memberline Audio Response, Online Banking, Point of Sale (POS) purchase transactions, Uniform Commercial Code (UCC) for Automated Clearing House (ACH) transactions, and wire transfer services, and Funds Availability Policy. This is done for the purposes of ordering, authorizing, or instructing the credit union to debit or credit an account. Use of any of these services constitutes your acceptance of the terms and conditions of the Electronic Fund Transfer Disclosure and following agreements. This information is also in addition to any terms, conditions, and disclosures for these and any other electronic fund transfer services that you receive.

AUTHORIZATION

You authorize us and any third party acting on the credit union's behalf, to serve as your agent in processing payments to targeted merchants and/ or transfers to and from targeted accounts pursuant to your payment and/or payment instructions. You authorize us to post such payment and/ or transfer to your designated account(s). You understand that in instances where there are insufficient funds in your designated account, we may not make certain payments and/ or transfers.

ELECTRONIC CHECK CONVERSIONS

Your check can result in an electronic funds transfer. This can happen in several ways. For example, you can purchase goods or pay for services and authorize a merchant or service provider to convert your check into an EFT, or at the time you offer a check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event the check is returned for insufficient funds. Paying such a fee electronically is an electronic funds transfer. Your authorization to make these types of Electronic Fund Transfers may be expressed in writing or implied through the posting of a sign?

AUTOMATED TELLER MACHINE (ATM)

You may access your account(s) by using your Visa Business Debit Card and Personal Identification Number (PIN) in LGE owned ATMs or any other authorized regional, national, or international ATM network to:

1. Withdraw cash from your checking or savings account. (You may withdraw no more than \$500 per day per account).

2. Make deposits of up to \$5,000 per calendar day to your credit union checking or savings accounts in LGE owned ATMs or by accessing an ATM owned by another financial institution that participates in the CO-OP, C.U. Here or C.U. 24 Networks.
3. Make advances on your line of credit.
4. Make payments to your line of credit in LGE owned ATMs only.
5. Transfer funds between your credit union checking and savings account.
6. Obtain account balances on your checking, savings, and line of credit.

Note: *Some of these services may not be available at all terminals.*

MEMBERLINE AND ONLINE BANKING: You may access you account through *Memberline*, our telephone transaction system. You use your account number and your *Memberline* authorization code (PIN), and a Touch-tone phone. You may access Online Banking from our website: www.LGEccu.org, by completing registration and verifying applicable personal identification. You must then accept any additional agreements and/or disclosures and select a new password and respond to any challenge questions as required by our system. Monetary transfers from share savings and Money Market accounts via *Memberline* and Online Banking are included, under Regulation D, as part of the six allowed transfers per month.

Transactions include:

- View deposit and loan account balances and history
- Transfer funds from share savings to any sub account or to another member account
- Make loan payments from related share or savings accounts (Credit Union loans only)
- Access E-Statements
- Verify Cleared Transaction/Checks
- Look up status / information on your loan and share/share draft accounts

ONLINE BANKING BILL PAY SERVICES:

You may pay recurring bills through *Online Banking Bill Pay Services*. Payments may be made from eligible draft accounts. Your payments will be remitted based on the vendors preference. **To sign up:** Upon first use of Bill Pay services, you will be prompted to accept terms and conditions of this service.

Bill Payment functions include the following:

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

Timing of payments: The credit union processes payments though a third party vendor and is not responsible for the timing of payments. Allow about 10 working 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.

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

Liability: The Credit Union's liability is stated in a separate section of this document - below, *Liability for Failure to Make a Transaction*. In no case will the Credit Union be liable for consequential, indirect, or punitive costs or damages. The Credit Union and the Bill Pay service provider will carry out your instructions in a reasonable manner. This is in addition to any other provisions in this agreement that address the Credit Union's liability. The Credit Union has no liability to you whatsoever for any transaction using an access device we: (1) have not issued; or (2) issued by another party with whom we have no written agreement.

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

VISA Account Updater (VAU): VAU is an account updating service in which your LGE issued Visa debit card and/or Visa credit card is automatically enrolled. When your card(s) expire, are lost or stolen and new cards are issued, the service may update relevant card data (card numbers and expiration dates) to appropriate merchants who participate in an effort to facilitate uninterrupted processing of your recurring charges. This service provides updates to a Visa database only. The database is accessed by those qualified merchants seeking your account information after you have requested they process a recurring payment or payments. If at any time you wish to opt-out of the VAU service or if you have any questions, please call 770-424-0060, the Card Services department or email us at CardServices@LGEccu.org.

VISA BUSINESS DEBIT CARD

By signing (or otherwise initiating) an application, by signing the back of the Visa Business Debit Card, a sales invoice or receipt, or by using or allowing the use of either of the cards and/or its account number and/or your personal identification number (PIN), you acknowledge and confirm that you have requested that the card(s) be activated or that it is a renewal or replacement of an existing card. Each time your Visa Business Debit Card is properly used at a point of sale terminal, you authorize the credit union to debit your account for the total amount indicated on any debit advice originated by the use of your card, whether or not you have signed any sales authorization. We will handle such debit transactions the same as authorized checks drawn on your account. The credit union will not be responsible for any claim you may have against any business establishment for refusing to honor your Visa Business Debit Card. The Visa Business Debit Card is a product of the VISA Corporation; therefore, covered by all the security features and safeguards that VISA provides.

VISA BUSINESS DEBIT CARD TRANSACTIONS

After your Visa Business Debit Card is activated, you, or anyone authorized by you, or any party to an account which may be accessed through use of the card or the account number, may withdraw cash at automated teller machines, access your checking account to purchase goods (in person), pay for services (in person) and obtain cash from a merchant, if the merchant permits, or from a participating financial institution. We may, at our discretion, return any check or other item drawn on your account to ensure there are sufficient funds to cover a card transaction. If there are insufficient funds in your account to cover a transaction, the difference may be transferred from all other accounts owned by you, or if you have an overdraft line of credit with us, an advance may be made under the terms of that agreement to cover the transaction if a sufficient amount is

within your available credit limit. We are not obligated to pay out any funds if the balance in your account is not sufficient and there is no other account(s) with sufficient funds or an overdraft line of credit. If we elect to pay out such funds, you agree to pay the deficiency on demand or immediately following receipt of your monthly statement, whichever comes first, plus any overdraft charges in effect under the terms and conditions of your account. We are not responsible for and do not directly or indirectly give any guarantee or warranty with regard to the quality, suitability, or fitness for a particular purpose, or any other characteristic of any goods or services purchased by use of the card. You agree to settle any dispute about a purchase with the merchant or service provider who honored the card. You may not stop payment with respect to any transaction originated by use of your debit card.

LIMITATIONS ON USE

Visa Business Debit Cards: For your protection, there are limits on the dollar amount of cash withdrawals or transfers you can make per day from your account at an ATM or POS terminal with a Personal Identification Number (PIN). Due to certain technical limitations your withdrawal and purchase may be limited to \$500.00 per 24-hour period.

PIN-LESS TRANSACTIONS

Visa Debit card transactions may be processed through non-Visa Debit networks that offer the PIN-less service and may not be processed as a Visa transaction. Therefore, these non-Visa-PIN-less Transactions will not include Visa's zero liability or chargeback and dispute resolution and other protections for consumer or business benefits. Additionally, provisions of this agreement relating only to Visa transactions are not applicable to non-Visa and Pin-less debit transactions.

GAMBLING/ILLEGAL TRANSACTIONS

No charges or debits incurred for gambling transactions will be knowingly honored by the credit union, and it shall be the credit union's policy to attempt to "block" all such transactions. A Visa Business Debit Card may not be used for any illegal transaction(s).

OWNERSHIP OF CARDS

The Visa Business Debit Card is at all times credit union property. We may revoke and discontinue the use of your card(s) at any time. You understand and agree that we have the right to request return or proof of destruction of the card(s) at any time and you agree to do so immediately. You agree to follow our instructions with regard to the return or destruction of your Visa Business Debit Card immediately as well as discontinuing use of the card. You also understand and agree to keep your card(s) in a safe place, not write your PIN on your card or store it with the card, not disclose your PIN to anyone, and report any unauthorized or erroneous transactions to the credit union immediately.

PASSWORDS/SECURITY

After receiving your password/access code from us, you agree to change it immediately when logging on to Memberline or Online Banking for the first time. You agree not to give or make your access code, password, or PIN for any credit union electronic service available to any unauthorized individuals. If a third party should gain access to your online Online Banking password or Memberline access code you are responsible for changing your password/access code to deny the third party's access to your banking information and you agree to do so immediately through the appropriate service and to contact the credit union immediately. Use of the access code, password, or PIN by you or by anyone with your authorization will be considered the same as your written signature authorizing us to complete any transaction or request communicated through the service. If you authorize another person to use your access code, password or PIN, that person can use a credit union service to perform any of the functions that you may perform. You agree to assume responsibility for all transactions initiated through our online service with your user ID and/or password up to the limits allowed by applicable law. To report a lost or stolen Visa Business Debit Card after hours: 1-866-677-7151.

FEES AND CHARGES

There are certain charges for the EFT services as set forth on the Business Account Fee Schedule. If you request an advance on your line of credit account such transactions may be subject to charges under the terms and conditions of your Consumer Loan Agreement. If you use an ATM that is not operated by LGE, you may be charged a surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.

POSTING FOREIGN TRANSACTIONS ON BILLING STATEMENTS

An International Service Assessment (ISA) Fee will be assessed on all transactions where the merchant country differs from the country of the card issuer. An ISA fee of 1% will be assessed for multiple-currency international transactions and a 0.8% ISA fee for single-currency international transactions. Visa defines multiple-currency transactions as transactions made in foreign countries involving currency conversion to U.S. dollars. Single-currency transactions are international transactions not involving currency conversion to U.S. dollars. The converted transaction amount will be shown separately from the International Service Assessment Fee on your billing statement. This fee will be assessed on all international purchases, credit vouchers, and cash disbursements.

FOREIGN TRANSACTION CURRENCY EXCHANGE RATE

The exchange rate for transactions in a foreign currency will be a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date plus the International Service Assessment Fee.

PERIODIC STATEMENTS

All EFT transactions will be recorded on your periodic statements. You will receive a monthly account statement from us for your checking account(s). You will receive a monthly account statement from us for your base savings account(s), unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

As used in this section, the term "problem" means any error, alteration, counterfeit check, or unauthorized transaction (including, but not limited to, forged or missing signatures and excluding consumer electronic banking transactions) related to your account. Because you are in the best position to discover any problem, you agree that it is your duty to promptly examine your statement and report to us any problem on or related to your statement. You agree that we will not be responsible for any problem that:

1. you do not report to us in writing within a reasonable time not to exceed 30 calendar days after we mail the statement (or make the statement available) to you;
2. results from a forgery, counterfeit or alteration so clever that a reasonable person cannot detect it (for example, unauthorized checks made with your facsimile or other mechanical signature device or that look to an average person as if they contain an authorized signature); or
3. as otherwise provided by law or regulation.

You agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. You may not start a legal action against us because of any problem unless: (a) you have given us the above notice and (b) the legal action begins within one year after we send or make your statement available to you. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before re-crediting your account and you agree to fully cooperate in such investigation. Within 30 days of the date of mailing, you agree to complete and return an affidavit of forgery on the form we provide you along with any other information we may request. You further agree to file a police report if we request. If you refuse to sign such an affidavit or fail to return the affidavit and other requested documentation within 30 days of the date we mail it to you, you agree that we may consider the matter resolved and reverse any provisional credit provided. At our sole discretion, we may, but are not obligated to, provisionally credit your account during the investigation for all or a portion of the amount claimed. Any provisional credit to your account may be reversed if you fail to fully cooperate in our investigation or, if as a result of our investigation, we determine that the charge to your account was proper. You agree to pay any fees assessed or accrued against your account during the investigation or that may arise upon reversal of any provisional credit.

This time period for you to examine your statement and report problems to us are without regard to our level of care or the commercial reasonableness of our practices, and without regard to whether cancelled checks are supplied to you. 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.

Electronic Statement: Credit Union has the capability of capturing your periodic statement electronically (e-statement) and posting it in a secure manner so that you may retrieve it at your convenience. You have the right to have your statement provided on paper or receive it electronically. If you elect to have your statement presented electronically, we may also send, from time to time, other notices and promotional material. **Equipment Required:** You will need a personal computer, tablet or mobile device capable of accessing our fully featured online banking website. LGE Community Credit Union supports the current publicly available (and immediately previous) versions of Microsoft Internet Explorer, Mozilla Firefox, Google Chrome, and Apple Safari. Online Banking may work with other internet browsers, but we are unable to provide support for them. A currently supported version of Adobe Reader is required to view electronic documents delivered via Online Banking. If you choose to print your statement, you will need access to standard printing capabilities that are compatible with utilized device.

Authorizing e-statements: You must sign up for e-statements through Online Banking you can reach via our web site www.LGEccu.org. We will consider your request for e-statements to be your agreement that Credit Union will post your statement in a secure location and notify you via e-mail that your statement is ready for viewing. Your statement will remain on the site for 90 days from the date we notify you. **We will stop sending paper statements on this account unless you notify us that you no longer wish to receive e-statements; however you can always request a special copy of the statement be created for you.**

Canceling e-statement: You may cancel e-statements at anytime. To switch back to paper statements, contact us by calling 770-424-0060 and ask to re-set your account for paper statements. The credit union may ask you to put your request in writing and deliver it to us within 14 business days. Note: To have Online Banking access, each account must be set up for e-statements.

Supplemental paper statement: If you need to get a paper copy of your statement, you may do so by contacting us by calling 770-424-0060. See the Schedule of Fees for applicable charges.

Member Responsibilities: It is your responsibility to keep Credit Union apprised of your current e-mail address. Failure to notify Credit Union of e-mail address changes may result in loss of important communications from the Credit Union and possible fees as assessed by Credit Union. If electronic notifications from the Credit Union are undeliverable, you agree that Online Banking access will be restricted and the delivery method for account statements, disclosures, and notices will be reverted to paper format. To prevent a disruption in services, it is your responsibility to ensure your information with the Credit Union is accurate.

RECEIPTS

You can receive a receipt at the time you make any transfer to or from your account using one of our ATMs. You may receive a receipt when using your Visa Business Debit Card in an ATM or with a purchase from a merchant. You will not receive a receipt for a Memberline or Home Banking transaction.

LIABILITY FOR UNAUTHORIZED TRANSACTIONS

Tell us at ONCE if you believe your card and/or PIN, access code, or password to any EFT service has been lost, stolen, or used without your permission, or if a direct payment has been made or may be made out of your account without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card, PIN, access code or your password, you can lose no more than \$50. If you do NOT tell us within 2 business days and we can prove we could have stopped the unauthorized usage from occurring, you could lose as much as \$500. If your statement shows EFTs that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. Time periods may be extended for hospital stays or extended trips that may have prevented you from notifying us sooner.

CONSUMER LIABILITY FOR VISA AND INTERLINK TRANSACTIONS

If a transaction is made with your card or card number without your permission and is either a Visa, Interlink or Plus transaction, your liability will be zero. If we determine you have been grossly negligent or fraudulent in the handling of your account or card, zero liability will not apply and your liability will be determined in accordance with the above paragraphs under the "Liability for Unauthorized Transactions" section of this document. Zero liability does not apply to unauthorized use of your Visa Business Debit Card and PIN at an ATM. We may require a statement regarding your claim.

STOP PAYMENT PROCEDURES AND NOTICE OF VARYING AMOUNTS ON ELECTRONIC FUNDS TRANSFERS (ACH)

If you have told us in advance to make regular payments out of your account(s), you can stop any of these payments by: Calling or writing us at the telephone number or address stated in the address and telephone section of this document. We must receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may require you to put your request in writing and get it to us within 14 days after you call. Refer to our **Business Account Fee Schedule** for stop payment fees. 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 made and the amount. 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 STOP PAYMENT OF PREAUTHORIZED TRANSFER

Updated: 04.01.2018

If you request for LGE to stop one of these 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.

DISCLOSURE TO THIRD PARTIES

Your credit union will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant
3. In order to comply with a government agency or court orders
4. If you give us written permission

CANCELLATIONS

The credit union can at any time discontinue your access to your account(s) by use of your Visa Business Debit Card, Memberline, and/or Online Banking. Except as prohibited by applicable law, we may change the terms of this Agreement. Without limiting the foregoing, the credit union may cancel any other of these services (or the credit union may refuse to reissue these services) if the credit union determines that you have negligently or recklessly used or failed to safeguard the services.

ERRORS

In case of errors or questions about your electronic fund transfers, pre-authorized direct deposits or payments involving asset accounts: Telephone us at 770-424-0060 or 1-800-541-8921, or write to us at LGE Community Credit Union, 430 Commerce Park Drive, Marietta, GA 30060 as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transfer on your statement or receipt. We must hear from you no later than 60 days after we send you the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days (5 business days if the transfer involved a Visa Business Debit Card POS transactions) after we hear from you and will correct any error promptly. If we need more time we may take up to 45 days (90 days if the transfer involved a POS transaction, a new account, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this we will issue you a provisional credit to your account within 10 business days (5 business days for Visa Business Debit Card POS transactions) for the amount you think is in error. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may reverse the provisional credit to your account. Your account is considered a new account for 30 days after the first deposit is made, unless you already have an established account with us before the account is opened. If we decide that there was no error, we will send you a written explanation within 3 business days after we complete our investigation and reverse the provisional credit(s) from your account.

EQUIPMENT

We are not responsible for any loss, damage or injury caused by your equipment or software, the services, or any technical or editorial errors contained in or omissions from any user guide related to the services. We will not be responsible for any direct, indirect, special, or consequential damage arising in any way out of the installation, use or maintenance of your equipment, software, or the services, except where the law requires a different standard.

UNIFORM COMMERCIAL CODE FUNDS TRANSFERS

Summary and Definitions: This following disclosure governs the movement of funds by means of funds transfers defined in Article 4A of the Uniform Commercial Code, Subpart B of Regulation J of the Board of Governors of the Federal Reserve System (generally referred to as "Fedwire" or "wholesale" wire transfers), and as may be applicable the operating rules for the National Automated Clearing House Association ("NACHA"). This Agreement does not apply to any transaction or any part of any transaction governed by the Electronic Funds Transfer Act and Regulation E. To the extent that the terms of this Agreement vary from the other agreements or disclosures, this Agreement shall govern. Further, to the extent that this Agreement varies any provision of Article 4A, Regulation J or the operating rules of NACHA, this Agreement shall govern, except where specifically prohibited by applicable law.

Services Available: You authorize us to transfer funds in accordance with your request(s) to and from your account(s) with us, or to and from another institution. Transfers shall be made according to any security procedures we deem appropriate or as specifically agreed upon as provided herein. We may debit any of the accounts you designate as a source of payment for funds transfers and any related fees and service charges. We will have no obligation to accept or execute any payment order if (1) the account(s) from which it is to be made does not contain sufficient available collected funds; (2) the payment order is not authorized or does not comply with applicable security procedures; or (3) acting in good faith we have reasonable cause for rejecting the payment order.

Person(s) Authorized to Make Transfers: You agree that you, any joint owner of an account, or any person authorized by a written instrument by you or any joint owner, that is acceptable to us, may initiate, request, cancel, amend or verify transfers on your account(s). We may rely on the authority of any person(s) designated by you or any joint owner until we receive written notice revoking or modifying that authority.

Security Procedures: We may establish security procedures to verify the authenticity of a payment order. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify us in writing that you do not agree to that security procedure. In that 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. You authorize us to record any telephone communications regarding any transfer order, which we may maintain for any period of time we deem appropriate.

Time Limitations for Acceptance of Orders: We may establish and change cut-off times for the receipt and processing of funds transfer orders, amendments or cancellations. Our transfer business days and cut-off times are set forth in the Schedule, as amended from time to time. Transfer orders, cancellations or amendments received after the cut-off time may be treated as received on the next following funds transfer business day, and processed accordingly. Your request for transfer(s), amendment(s) and cancellation(s) is considered accepted when executed by us.

Cancellation or Amendment of Transfer Request(s): You may not be able to cancel or amend a request after it is received by us. However, we may, in our sole discretion, use reasonable efforts to act on your request for cancellation or amendment. Any request for cancellation or amendment is subject to applicable security procedure(s). We shall have no liability if such cancellation or amendment is not affected. Furthermore, you agree to indemnify and hold us harmless from any and all liabilities, costs and expenses we may incur in attempting to cancel or amend any transfer.

Member Instructions Identifying Beneficiary or Financial Institution: You acknowledge and agree that when you provide us with the name and account number when requesting a transfer, that payment may be made solely on the basis of the account number even if the account number identifies a beneficiary different from the beneficiary named by you. Further, payment instructions identifying a beneficiary's financial institution name, routing and transit number may result in payment solely on the basis of the routing and transit number even if the name of the institution does not correspond to said numbers. You further agree that your obligation to pay the amount of the wire transfer to us is not excused in such circumstances. Likewise, wire transfers received by us for your benefit may be paid by us solely on the basis of account number.

Account Statements and Notices: All transfers subject to this Agreement will be reflected on your periodic account statement(s). Notification of receipt of all such transfers will be provided by including such item in the periodic account statement(s) we provide to you. You may inquire whether a specific transfer has been received at any time during our normal business hours.

You agree to review each statement or other notice for any discrepancies in connection with transfers. If you think a transfer is not authorized, wrong, or if you need more information about a transfer, you must contact us in writing upon discovery of the error or within 60 days after you receive the first notice or statement that reflects the discrepancy you allege, whichever is earlier. Failure to do so will relieve us of any obligation to pay interest or otherwise compensate you for the amount of any unauthorized or erroneous transfer.

Method Used to Make the Wire Transfer: We may select any means for the transmission of funds we consider suitable, including but not limited to the Credit Union's own internal systems or Fedwire. Any subsequent financial institution may also use Fedwire. Any use of Fedwire shall be governed by applicable Fedwire regulations. The Credit Union is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another party, refusal or delay by another financial institution to accept the transfer, war, emergency conditions, fire, earthquake or other circumstances not within our control.

Limitation of Credit Union's Liability: In addition to any defense or exception from liability provided in this information or applicable law, the Credit Union shall not be liable in any case for any special, indirect, exemplary, and consequential or punitive damages (including lost profits). Further, we shall in no case be responsible for the payment of any attorneys' fees or other legal expenses whatsoever. If we become obligated to pay dividends to you under applicable law, you agree that the dividend rate shall be equal to the dividend rate applicable to the account on which the transfer was made.

Provisional Payment: We may in our sole discretion give you a credit for automated clearing house (ACH) payments before we receive final settlement of the funds transfer. We reserve the right to reject any such payment or transfer without liability to you. Any such credit is provisional until we receive final settlement. If we do not receive such settlement, we are entitled to a refund from you in the amount provisionally credited.

Choice of Law: We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses(ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with the laws and as provided in the operating rules of the National Automated Clearing House Association.

FUNDS AVAILABILITY DISCLOSURE

This disclosure describes your ability to withdraw funds at LGE Community Credit Union. It only applies to the availability of funds in "transaction accounts" subject to Regulation CC. Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 pm on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 pm or on a day, we are not open, we will consider that the deposit was made on the next business day we are open.

Longer delays may apply: In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day after the day of your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available prior to conducting the transaction. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

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

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

Special rules for new accounts: If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, travelers, 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 \$5,000 will be available by the ninth business day after the day of your deposit. If

Updated: 04.01.2018

your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available by the seventh business day after the day of your deposit.

Deposits at Automated Teller Machines (ATMs): Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit. Funds from "check(s)" deposits made at automated teller machines (ATMs) we do own or operate will not be available until the second business day after the day of your deposit. Funds from "cash" deposits made at automated teller machines (ATMs) we do own or operate will be available same day of your deposit.

Merchant Capture: If an image you transmit through this Service is received and accepted before 3:00 p.m. Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit made on the next business day we are open. You agree, however, that items transmitted through the Service are subject to the funds availability requirements set forth in Regulation CC of the Federal Reserve Board. We will make the first \$200 of a day's total deposits available by the first (1st) business day after 4:00 p.m. Eastern Time, after the day of your deposit and the remainder available by the second (2nd) business day after 4:00 p.m. Eastern Time, after the day of your deposit once credit is received.

Holds on Other Funds (Check Cashing): If we cash a check for you that is drawn on another financial institution, 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.

Holds on Other Funds (Other Account): If we accept a check for deposit that is drawn on another financial institution, 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 time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Restrictive Legends: We are not required to honor any restrictive legend on items you write unless we have agreed to the restriction in writing signed by an officer of the credit union. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000".

Substitute Checks and Your Rights

What Is a Substitute Check? To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

What are my rights regarding Substitute Checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, returned check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How Do I Make a Claim for a Refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please mail us at LGE Community Credit Union, Support Services Department, 430 Commerce Park Drive, Marietta, Ga. 30060 or you may call 770-424-0060 or you may email us at www.lgeccu.org. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include: a description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect); an estimate of the amount of your loss; an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and a copy of the substitute check [and/or] the following information to help us identify the substitute check: (*identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check*).

SHARE CERTIFICATE DISCLOSURE

Earnings section: Dividends will accrue from the date of issue and shall be paid at the rate and frequency stated on your certificate. The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings. Shares withdrawn before the end of a dividend period may not earn dividends for that entire dividend period.

Minimum balance requirements: Refer to Rate Schedule. Minimum balance requirements may differ per certificate offered.

Balance computation method: We use the daily balance method to calculate dividends. This method applies a daily periodic rate to the balance in the account each day.

Compounding frequency: Dividends will be compounded monthly unless at account opening you arrange for monthly dividend payments.

Transaction limitations: Once the account is opened, you may not make additions into the account until the maturity date unless allowed by special promotional offer. You may not make withdrawals of principal from the account unless allowed by special promotional offer. You may not make withdrawals of dividends from your account unless you arrange for monthly dividend payments at account opening.

Automatic renewal: Upon maturity of share certificate term, the certificate will automatically renew for the same term at the dividend rate and conditions in effect at time of renewal. The share certificate account will automatically renew at each maturity unless (1) withdrawn or transferred within the ten (10) day grace period immediately following the scheduled renewal date or (2) the Credit Union gives written notice within 30 days of maturity that this certificate will not be renewed. During the grace period, if you choose not to automatically renew, the current certificate will be converted to the base savings account and receive earnings at the rate then paid on share deposits. Certificate redemption shall be on the assigned maturity date or the next business day if the maturity falls on a Sunday or credit union holiday. Your receipt will display your renewal option.

Promotional Renewal: Upon maturity, a promotional certificate may automatically renew for another promotional term although the same rate and term are not guaranteed. For non-auto renewal promotional certificates, the balance of the promotional certificate will be deposited in the share savings account. Your receipt will display your renewal option.

Non-renewal: If you choose non-renewal of certificate, at maturity, the funds will be distributed to your share account. Certificate rate will not be paid beyond date of maturity. Your receipt will display your renewal option..

Penalty Section For all Certificates: You have agreed to leave the principal of this account on deposit for the full term stated in your Certificate. If all or part of the principal is withdrawn before the maturity date, the Credit Union may charge you a penalty. Unless stated otherwise, owners of accounts with a stated term of 12 months shall forfeit an amount equal to up to 90 days dividends on the entire principal amount when any withdrawal is allowed. Unless stated otherwise, owners of accounts with a stated term of 24 months shall forfeit an amount equal to up to 180 days dividends on the entire principal amount when any withdrawal is allowed. Unless stated otherwise, owners of accounts with a stated term of 33 months shall forfeit an amount equal to up to 270 days dividends on the entire principal amount when any withdrawal is allowed. Unless stated otherwise, owners of accounts with a stated term of 36 months shall forfeit an amount equal to up to 270 days dividends on the entire principal amount when any withdrawal is allowed. Unless stated otherwise, owners of accounts with a stated term of 48 months shall forfeit an amount equal to up to 360 days dividends on the entire principal amount when any withdrawal is allowed. Unless stated otherwise, owners of accounts with a stated term of 55 months shall forfeit an amount equal to up to 450 days dividends on the entire principal amount when any withdrawal is allowed. Unless stated otherwise, owners of accounts with a stated term of 60 months shall forfeit an amount equal to up to 450 days dividends on the entire principal amount 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. Any certificate redeemed prior to reaching the set penalty days stated in current Rate Schedule, will forfeit all dividends earned plus principal to meet the required obligation.

We may choose not to apply penalties in the following circumstances: (1) Death of any owner of this certificate. (2) Owner of certificate is determined to be incompetent by a court or other body of competent jurisdiction. (3) Where the account is an IRA and the owner attains age 59 ½ or becomes disabled. (4) If account is withdrawn within ten day grace period. (5) After a merger or where federal deposit insurance has been lost.

If this Certificate is payable to joint owners with right of survivorship, such owners agree each with the other and with the Credit Union that the sum represented by this Certificate and all accumulations thereon are and shall be owned by them as joint owners with right of survivorship, and either such owner alone shall have the right and authority to take action affecting this Certificate. Any notice provided for herein shall be good and valid when given by or directed to either of such owners, and payment to or on direction of either of such owners, or the survivor, shall be valid and discharge the Credit Union from liability.

Bonuses: LGE Community Credit Union may periodically offer a bonus in conjunction with a deposit account. On the occasion that this offer is made, you will be notified of any minimum balance or time requirements to obtain this bonus.

COMMON FEATURES

National Credit Union Share Insurance Fund: Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

Bylaw requirements: You must meet our field of membership requirements and complete payment of one share in your Base Savings account as a prerequisite to membership.