

# Membership & Account Agreement

October 1, 2018

General Terms and Conditions

Electronic Funds Transfer Agreement and Disclosure

Availability of Funds Disclosure

Truth In Savings Act Disclosures

Common Features

Privacy Policy



**LGE**  
Community Credit Union®

# INTRODUCTION

This Agreement accompanied with the Rate Schedule and Fee Schedule ("Schedules") explains the rules which govern your account(s) and account services with us. The laws and regulations governing the financial services we provide are complex. To insure your understanding of our relationship with you, we provide this detailed agreement, which explains both your responsibilities and ours. Please read carefully and keep them in a safe and convenient place. If you have any questions, please contact us.

**Notice to Members: Your relationship with the Credit Union is also governed by state and federal laws, which may change from time to time. The body of law is too large and complex to be reproduced here. The purpose of this Agreement is to: (1) summarize the rules applicable to common transactions; (2) establish rules to govern transactions not regulated by state or federal law; (3) establish variations that will apply to certain rules, events or transactions as permitted by applicable law; and (4) provide you with certain disclosures and information regarding our policies as required by law. By signing a Membership Application or your use or continued use of any account or account services after receiving this Agreement, notice of its availability or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this Agreement, and the Schedules, as amended from time to time.**

This Agreement governs all services whether opened now or in the future and we may amend the terms of this Agreement at any time, and any change in this agreement shall be immediately effective unless otherwise specifically required by applicable law.

General Terms and Conditions Pages 1 - 26

Electronic Funds Transfer Agreement  
and Disclosure Pages 27 - 37

Availability of Funds Disclosure Pages 38 - 41

Truth In Savings Act Disclosures Pages 42 - 45

Common Features Page 46

Privacy Policy Pages 47 - 48

# GENERAL TERMS AND CONDITIONS

**Terms, Conditions and Limitations of Your Relationship with the Credit Union:** The following terms govern our relationship with you. All Credit Union services are further governed by the terms and conditions set forth in any future agreements and/or disclosures together with the Credit Union's Bylaws, Policies, and Procedures, which are herein collectively referred to as "Agreement". This Agreement is binding upon the account owner and all parties hereto together with their heirs, successors, assigns and any other person claiming any right or interest under or through said parties. You agree at all times that you will comply with all Applicable Laws. "Applicable Laws" shall include: (i) Visa U.S.A. Inc. Bylaws, Visa U.S.A. Inc. Operating Regulations, Visa U.S.A. Inc. Certificate of Incorporation, Visa International Bylaws, and Visa International Operating Regulations; (ii) NACHA's (The National Automated Clearing House Association) Operating Rules; (iii) the Operating Regulations of any network through whom you initiate or process any transaction(s); and (iv) any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, any state thereof, or of any applicable foreign government or state thereof, as the same may be amended and in effect from time to time; and you agree that such Applicable Law shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement. The Credit Union is not in any way limited in the use of the name of any person or entity that claims trademark, copyright or other such status regarding a name in the ordinary course of Credit Union business, in providing any services we may offer; or in using such name in any other manner authorized by our agreements or applicable laws. You agree that all accounts and services will be for personal, family, and household purposes. If we in our sole discretion ascertain other use such as commercial, we may require the account(s) and/or services(s) be closed or converted to business.

**Disabilities:** We will accommodate reasonable requests to assist members with disabilities. In order to do so you agree to notify us of any disability and/or accommodation requests. You will notify us regarding any service providers you wish to use; and you will provide us with information to allow us to identify the service providers.

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

**Arbitration** - This section does not apply to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court. These arbitration provisions shall survive closure of your account or termination of all business with us. If any provision of this section is ruled invalid or unenforceable, this section shall be rendered null and void in its entirety.

**Arbitration Rules** - In the event of a dispute relating to or arising out of your account, this Agreement, any loan agreements or any other services you may have with us now or at any time in the future - you or we may elect to arbitrate the dispute. At your election, the arbitration shall be conducted by either JAMS or the American Arbitration

Association ("AAA") (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties or, if the parties cannot agree, chosen by a court of competent jurisdiction). If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules unless the Claim is for \$250,000 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules. You may obtain rules and forms for JAMS by contacting JAMS at 1.800.352.5267 or [www.jamsadr.com](http://www.jamsadr.com) and for the AAA by contacting the AAA at 1.800.778.7879 or [www.adr.org](http://www.adr.org). Any arbitration hearing that you attend will take place in the federal judicial district, in the State of Georgia. Without regard to which arbitration body is selected to resolve the dispute, any disputes between you and us as to whether your claim falls within the scope of this arbitration clause shall be determined solely by the arbitrator, and not by any court.

**Arbitration Process** - Arbitration involves the review and resolution of the dispute by a neutral party. The arbitrator's decision will generally be final and binding. At your request, for claims made to consumer accounts, we may advance your filing and hearing fees for any claim you may file against us; the arbitrator will decide whether we or you will ultimately be responsible for those fees. Arbitration can only decide our or your dispute and cannot consolidate or join claims of other persons who may have similar claims. There will be no authority or right for any disputes to be arbitrated on a class action basis.

**Effects of Arbitration** - If either of us chooses arbitration, neither of us will have the right to litigate the dispute in court or have a jury trial. In addition, you will not have the right to participate as a representative or member of any class of claimants, or in any other form of representative capacity that seeks monetary or other relief beyond your individual circumstances, pertaining to any dispute subject to arbitration. There shall be no authority for any claims to be arbitrated on a class action or any other form of representative basis. Arbitration can only decide your or our claim, and you may not consolidate or join the claims of other persons who may have similar claims, including without limitation claims for public injunctive or other equitable relief as to our other customers or members of the general public. Any such monetary injunctive, or other equitable relief shall be limited solely to your accounts, agreements, and transaction with us. Notwithstanding the foregoing, any question as to the validity and effect of this class action waiver shall be decided solely by a court of competent jurisdiction, and not by the arbitrator.

**General Definitions and Requirements:** In this Agreement the words "you" or "your(s)" mean everyone that signs any Membership Application or is authorized to make transactions regarding your account(s) as provided herein or by governing law, including any account service(s). "LGE," "Credit Union," "we," "us," or "our" means the Credit Union providing this Agreement to you. "Access Device" means any card, electronic access device and/or any codes, passwords or personal identification numbers (PIN) that we issue to allow you to access and/or use any account or other services. With regard to online or internet transactions an access device shall also include any computer, smart-phone or other hardware used to make or process a transaction. "Actual Balance" or "Current Balance," means the total amount of funds in your account at any given time and will be used and/or viewed synonymously through multiple channels (Online Banking, Mobile Banking, etc.) accessible to members when verifying account balances.

**Use of Biometrics and/or 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 and/or SERVICES REQUESTED BY YOU, THE CREDIT UNION RELIES ON YOUR REPRESENTATION THAT ANYONE WITH A REGISTERED BIOMETRIC HAS PROPER AUTHORITY.

**“Authorized User” and “Authorized Use”:** means any person who has actual, implied or apparent authority, or to whom any owner has at any time given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If you have a joint owner on an account that has access to the joint account (online or otherwise) you understand that this owner or authorized user may access all accounts and services associated with the account and all other accounts having the same account prefix (i.e. account number and all suffixes associated with said account number). If you authorize anyone to use your access devices that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If we or any of our agents contact you regarding any transaction(s) and you verify the transaction(s) you agree we may rely on your verification; and that any such transaction(s) shall be deemed authorized by you. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, or otherwise makes a determination that the Credit Union is at risk for potential loss, we may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

**“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). 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, 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, 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 show \$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 showing \$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 showing \$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 Non-Sufficient Funds (NSF's) Transactions, Returned Items, and Fees including Overdraft and Courtesy Pay 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, and 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.

**“Instrument”:** means a written order as defined by Articles 3 and 4 of the Uniform Commercial Code pursuant to the laws of the State set forth in this Agreement. “Check”, “Draft” means an acceptable “instrument” written against your account(s). “Owner” means the person(s) who have a present ownership interest in the sums on deposit in the multiple party (joint) accounts with the Credit Union, subject to the Credit Union’s lien rights or any security interest. A person is not an “owner” unless specifically designated as such in a completed Membership Application. “Base Savings” for the purpose of your pledge to secure your obligations to the Credit Union, our common law right of set off, and otherwise “accounts” mean all deposits in any savings, checking, share certificate, revocable trust or custodial account(s), whether jointly or individually held - regardless of contributions, that you have on deposit now or in the future, all of which are deemed “general deposits,” for the purpose of your pledge. Your pledge does not include any Individual Retirement Account (IRA), Keogh, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest. “Transaction” means any deposit, order, transfer, payment, purchase via Point-of-Sale (POS) transaction or otherwise, withdrawal or other instruction relating to any account or account service provided by the Credit Union.

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

**Restrictions on Accounts:** The Credit Union may limit, deny, close, or terminate any account or service that we deem to constitute a breach of this Agreement. Unless an express exception is made by the Credit Union in its sole discretion, we do not offer services to “Money Service Businesses”, “Internet Gambling Businesses” and “Cannabis Businesses”, or other businesses that we determine violate the limitations in this Section. By way of illustration: “Cannabis Businesses” are defined by the Credit Union to be any person or business that (i) engages in the sale, production or storage of any form of cannabis, marijuana or hemp, and/or (ii) is required to be licensed and/or registered with a government entity due to the business engaging in an activity related to any cannabis related industry. The Credit Union may, at its sole discretion, also apply these restrictions on other businesses or individuals directly or indirectly related to a cannabis business.

**Limitations on Account and Services for Members who Reside in Non-US Countries or Territories:** The Credit Union may limit, refuse, close or terminate any account or service if: (1) we deem it necessary due to legal/regulatory requirements of a foreign country that are not directly applicable to US residents; or (2) we deem it to be in the Credit Union’s best interest to not provide

accounts or services due to potential exposures or obligations under non-US laws, rules or regulations.

**Taxpayer Identification Numbers (TIN) and Certification and Identification:** Pursuant to the Membership Application used to open your account(s) with us, you provided a certification regarding the accuracy of your taxpayer identification number (usually your Social Security Number) and whether your account is subject to backup withholding under the Internal Revenue Code. This certification applies to any and all accounts you have with us now or in the future, unless you provide written notification to us that specifically provides otherwise. You agree to comply with all our requirements for identification which we may require, including photographing, video recording and providing fingerprints or other biometrics.

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

**Credit Union's Right to Investigate:** It is agreed that it is critical to the Credit Union and its members that the Credit Union have full rights to investigate all transactions, methods, and means of making transactions to protect its members and the Credit Union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction(s) or other notification related to or arising from any transaction(s), methods, or means of making transactions the Credit Union shall have full rights of investigation to extend to all persons, means, and methods of making transactions. It is expressly agreed that this shall specifically include the right to inspect and scan a member's or users access device(s) including but not limited to computers, tablets and smartphone's; and to report the Credit Union's findings of such investigation to all owners and/or users.

**Credit Reports, Membership-Account Eligibility, Other Credit Union Services and Social Media:** To verify your eligibility or continued eligibility for membership, any account(s), service(s), or loan products; increases or decreases in services and/or credit limits, now and in the future; or as needed to comply with any applicable law, regulation or governmental agency requirements including but not limited to escheatment and/or abandoned property, privacy, or other issues that may affect your rights, or pursuant to any reasonable actions we take to ensure our compliance with such laws, regulations or governmental agency requirements (all of which are deemed permissible purposes by you and us) you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports. You agree that this authority applies to any account, account-related service, loans or other financial products you request or which we may offer or make available to you. We may also report information concerning your account(s) and credit to others. You also understand that you may elect from time to time to use the Credit Union or other parties' social media tools and sources; that there is no claim of privacy or privilege regarding information shared or discernible from such use or sharing; and the use of such information by us does not violate your privacy or other rights. If you have consented to communicating with us via social media we may use any social media addresses you may establish from time to time.

**Deposits to Your Account(s) and Instruments Paid and/or Cashed:** Funds may be deposited to any account, in any manner that is acceptable to us. Deposits may be made by mail, in person at any of our branches having facilities to accept deposits, or by direct deposit or other electronic funds transfer allowed by us.

**Endorsements:** You authorize us, in our sole discretion, to accept transfers, checks, and other items for deposit into any of your accounts if they are made payable to, or to the order of any one or more owners on the account, whether or not endorsed by all payees. You agree to endorse all items pursuant to applicable laws and regulations. If any endorsement or any other markings you



or any prior endorser has made on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by us due to the delay or error.

**Substitute Checks:** You agree not to deposit any substitute check or similar item that you have created, or for which any other financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.

**E-Checks:** When you or any person with authority authorize any E-Check you agree: (1) that we may pay the item as submitted to us; (2) that you shall be solely responsible for all information transmitted regarding such item(s) including but not limited to the payee(s), the amount(s) of the item(s), and endorsements or the lack thereof; and (3) you agree to indemnify us for all losses we incur in connection with any E-Check you authorize.

**Collection of Deposits:** In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care. By signing the Membership Application or using any accounts or services, you specifically waive your rights to notice of non-payment, dishonor or protest regarding all items presented for collection. We have the right to refuse any order, transfer or deposit, limit the amount that may be offered for deposit and to return all or any part of a deposit. Special instructions for handling an item are effective only if made in writing and accepted by us separately along with the item in question. We will not be liable for any default or negligence of correspondents or for loss in transit, and each correspondent will only be liable for its own negligence. We are authorized to pursue collection of previously dishonored items (including re-presentment), and in so doing we may permit the payor bank to hold an item beyond the midnight deadline. Items that we present or re-present may be truncated or converted to an electronic or other format. If an item is not paid you are fully responsible for any loss we may incur in seeking to collect the item for you. Items not drawn by you upon us are not overdrafts, but are NonSufficient Funds (NSF's) Items that you must pay to us if we incur any loss in seeking to collect such items for you.

**Direct Deposits:** You must notify us at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. If, in connection with a direct deposit, we deposit any amount in this account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from this account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**Direct Deposit or Transfer Authorization or Bankruptcy:**

If you file bankruptcy and fail to cancel any instructions in your direct deposit or transfer authorization, then you hereby instruct your employer and us to continue to make and apply deposits, make loan payments in order to avoid delinquency and other transfers in accordance with your authorization, until written notification is received by us to discontinue any payments or transfers.

**Multiple Payees:** Unless any check or other instrument expressly indicates that the item is payable to conjunctive payees, the instrument shall be deemed payable in the alternative. If there is any ambiguity, the instrument shall be deemed payable in the alternative (example: a check payable to "A and B" is a conjunctive instrument. A check payable to "A or B;" "A, B;" "A/B", where

"A and B are listed on separate lines;" or otherwise, where not expressly conjunctive are payable in the alternative).

**Final Payment:** All items, deposits, ACH (Automated Clearing House) transfers, or other transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we may charge your account for the amount of such items or transfers or both and impose all fees and/or charges set forth in the Fee Schedule without notice. We have no obligation to provide any separate notice under this provision; and you agree that our indication of any credits or debits hereunder reflected on your periodic statements shall be deemed sufficient notice.

**Checks From Source Other Than Credit Union Approved Vendor and Use of Wash Preventive Ink:** Other companies that provide check printing services may not meet the high standards of our approved vendor(s) or may print terms or limitations that we do not agree to on such checks. Also, you understand that checks can be washed unless you use a wash preventive ink. Therefore, you acknowledge and agree that we have no responsibility or liability to you whatsoever resulting, arising or relating from and/or to: alterations, forgery, non-payment; returns as no account and/or insufficient funds or otherwise; limitations we do not specifically agree to in writing; or any other processing and/or payment error with regard to any check that is not printed by our approved vendor(s) or your failure to use wash preventive ink in the writing of any check(s).

We require that checks purchased or printed from sources other than the Credit Union contain security features that will prevent the check from being counterfeited. The minimum features required are an artificial watermark, "VOID" pantograph, micro-print lines, bleed-through check numbering, a warning band and a Regulation CC endorsement backer on the reverse of the check. If you use checks that do not meet these minimum required counterfeit-avoidance security standards, and your checks are counterfeited, we may refuse to honor your request for reimbursement of any losses you may suffer.

**Transactions from Your Account(s):** Generally, you may withdraw and/or transfer funds from your account(s) at any time subject to the limitations set forth in this section and the Funds Availability Disclosure in effect at the time of the deposit. Payments upon your order may be made in coin, bills, or other instruments or via electronic means at our option.

**Payment Order of Your Transactions:** To assist you in handling your account(s) with us, we are providing you with the following information regarding how we process the items that you authorize. When processing items drawn on your account, our policy is to pay them as we receive them. We commonly receive items to be processed against your account(s) multiple times per day in what is referred to as presentment files. Each presentment file received commonly contains a large amount of a specific type of item (Check, ACH, or ATM/POS). It is common for each of these presentment files to contain multiple items to be processed against your particular account. In this case, when multiple items are received at once, the items will be paid as follows: checks are paid by check number, lowest to highest; ACH items in each presentment file post credits first, then debits paid by dollar amount, lowest to highest; ATM/POS items are paid in the order they are presented. Items performed in person such as withdrawals or checks cashed at one of our locations or a shared branch, are generally paid at the time they are performed. **Why this is Important to You:** The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Our payment policy may cause your larger, and perhaps more important, items to not be paid first (such as your rent or mortgage payment), but may reduce the amount of Overdraft or NSF fees you have to pay if funds are not available to pay all of the items. If an item is presented

without sufficient funds in your account to pay it, we may, at our sole discretion, pay the item (creating an Overdraft) or return the item (NSF). The amounts of the Overdraft and NSF fees are disclosed within the Fee Schedule. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks without sufficient funds and incurring the resulting fees.

**Payment Order of Items:** The order in which items are presented may affect the fees assessed to your account. Most transactions are posted when you conduct them. The following transactions are generally posted real time or very near real time:

- Transactions you conduct at our Remote Tellers such as deposits\*, withdrawals, and cashing on-us checks
- Transactions you conduct at shared branching locations
- Your ATM deposits\* and withdrawals
- Your Debit card purchases conducted with a PIN
- Authorizations (holds) for your debit card purchases conducted using the VISA network\*\*
- Transfers you conduct using our automated phone system ("Memberline")
- Transfers you conduct using our Online Banking or Mobile Banking platforms

*\*Note that funds availability rules apply and funds deposited on a real time basis may not be made available immediately. For example, checks you deposit may be subject to uncollected funds holds. See our Availability of Funds disclosure found in this Agreement for details.*

*\*\*The corresponding settlements may lag hours or days based on when the merchants submit them. We post settlement transactions at the time we receive them.*

**For ACH entries and checks, which are received in batch files, the Credit Union posts in the following manner (Transactions which are posted in batch items):**

- Posting of that day's ACH credits is followed by ACH debits, followed by checks
- ACH debits are posted by amount from small to large
- Checks are posted by check number from small to large

**Restrictions on Withdrawals from All Accounts:** In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7) but not more than sixty (60) days before the intended date of withdrawal. If there are sufficient funds to cover some but not all of your withdrawal orders, we may permit those for which there are sufficient funds in any order we choose. We may refuse to allow any transaction, and will advise when required by applicable law if; for example: (1) there is a dispute between account owners; (2) a legal garnishment, attachment or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; or (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due. If we freeze any account – we will only be obligated to remove the freeze upon receipt of either an agreement signed by all interested person(s) or a legal document, which meets our requirements. In addition to the foregoing if any person should instruct the Credit Union to make a large cash withdrawal (the definition of which shall be within the Credit Union's sole discretion) in lieu of other methods of transferring funds offered by the Credit Union, the member hereby releases the Credit Union from any and all liability, claims and demands whatsoever which arise from or in any way relate to the member's possession of any large sums of cash from the moment possession of same is made available to the member; and member will execute and deliver any further releases the Credit Union may require in connection with any such withdrawal. 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.

**Transaction Limitations for All Savings and Money Market Accounts:**

Pursuant to Federal Regulation D, during any calendar month you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized, automatic, telephonic, 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. Any minimum withdrawal requirements as set forth in the Fee Schedule.

**Excessive Transactions:** Transfers and/or withdrawals in excess of the limitations described above may be subject to a fee as set forth in the Fee Schedule. For accounts in which activity continues to violate these limits after we notify you of activity exceeding the limits, Regulation D requires that either the account be closed or that the funds be transferred to a transaction account that the depositor is eligible to maintain.

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

**Checking Accounts:** The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. We also reserve the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. If we accept a check or other item not on a form approved by us, you will be responsible for any loss by us in handling the item. We may pay checks or other items drawn upon your account as set forth in Section, Payment Order of Your Transactions, even if paying a particular check or item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account. Because of the nature of the Credit Union check program, neither the Credit Union nor any other processing entities shall be responsible for the authenticity of the checks with regard to the signature or alterations; and checks, when presented, shall be paid without verification. ***We may disregard all information on or any writing or memorandum attached to any check or item except for your signature, the amount, and the information that is magnetically encoded.*** You agree that we do not fail to use ordinary care because our procedures do not provide for sight examination. You will notify us immediately if you learn or have reason to know that any of your checks have been lost or stolen. If you are negligent in safeguarding your checks or if there is a processing problem due to your use of a check printer we do not approve, we will not have any liability or responsibility for any losses you incur as a result if we act in good faith pursuant to standard commercial practices.

**Check Copies:** You understand that when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. We have no obligation to retain the originals of any checks or other documentation. You agree to keep a copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide a copy or an electronic image of the original check. The Credit Union may charge you a fee as set forth in the Fee Schedule for each requested item and/or for research as applicable.

**Non-Member Check Cashing:** You agree that we may impose a fee as set forth in the Fee Schedule on the payee or other holder of a check or other item drawn against your account(s) that is presented for payment over the counter (in-person or otherwise) at the Credit Union rather than being deposited in an account at another institution and presented for payment through the check collection system. Alternately, we may, in our sole discretion, limit the locations at which we will cash checks written on your account payable to non-Credit Union account owners (A request that the Credit Union cash the check at any other location is not a proper presentment of the check by your specific agreement.) Payees may deposit the checks that you give them into their own account(s) with us in order to receive payment without a fee.

**Checks you Request from the Credit Union:** If you request any check be issued by the Credit Union pursuant to any means we make available, then all such checks are payable to the first named owner of the account, record owner, trustee, custodian, or as otherwise indicated on your Membership Application with us and will be mailed to the address of record.

**Temporary Holds and Authorizations for Amounts in Excess of Transactions:** To facilitate certain transactions you make we may place temporary holds on funds in your accounts. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions. Therefore, it is your obligation to insure that sufficient funds are on deposit at all times to cover the transactions you make – including the amount that may be subject to these holds. Pursuant to the processing networks rules a merchant (hotel, car rental company, retailer, etc.) may obtain authorization for up to 3 times the total estimated amount of your actual hotel stay, car rental or purchase. This is deemed 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 and/or retailer may continue to hold the funds as originally authorized by you for these time periods. In order to avoid problems associated with these holds and authorizations, we recommend you not use your debit card when checking in at hotels or renting cars (which are the primary source of such holds and authorizations).

**International ACH Transactions.** You acknowledge that in the event an International ACH Transaction (“IAT”) Entry that is transmitted to or from any of your Accounts is identified and designated by the Credit Union’s screening criteria for review and examination under the OFAC Rules and Regulations (“OFAC Rules”), then the settlement of such an IAT Entry may be delayed or suspended pending our review of the IAT Entry, and may be terminated under applicable OFAC Rules. You also acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. You agree that any delay described in the forgoing provisions of this paragraph is a permissible delay under the terms of laws and regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, we will provide Account holder such notice as may be required by the NACHA Rules, OFAC Rules, or other applicable laws and regulations.

**Collection Items:** We may accept certain items on a collection basis only. We route and process collection items separately from your other deposits. We will only credit your account for collection items after we receive payment for them. We may also receive items from other financial institutions on a collection only basis. Upon presentment of a collection item, we will follow the presenting institution’s instructions and pay the item if funds are available in your account or otherwise pursuant to your agreements with us. We may charge fees for processing collection items (sending and receiving) as set forth in the Fee Schedule. The financial institution on which the collection item is drawn may also charge you fees. If the other financial institution requires payment of a

fee before that institution will process the collection item, we may pay the fee and charge your account. Fees may apply even if the collection item is returned unpaid.

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

**Authorized Signature:** We will not be liable for refusing any order or item if we believe in good faith that the signature on any order or item is not genuine. We are authorized to honor any transactions initiated by a third person if you provide your access device or other information to a third person. In addition, you agree that if you authorize the use of stamp and/or facsimile signature or electronic signature, access device or biometric; we shall not be liable for honoring any transaction or instrument that appears to bear your stamp and/or facsimile or electronic signature, even if made by an unauthorized person. You are solely responsible to ensure that you maintain the security and possession of any stamp or other facsimile signature.

**Account Access:** a. Authorized User(s). All withdrawals, transfers and transactions made by any person to whom you have at any time provided authority or the means to access your accounts or other services shall be deemed authorized by you, and the Credit Union will not have any responsibility or liability whatsoever for such withdrawals, transfers or other transactions. b. Access to Account Information. You agree that all owners, borrowers and authorized users, may have access to all of the information you provide to us, or which we gather and maintain regarding our relationships with you; and that they may provide authority to others. This includes, but is not limited to information regarding transactions, account history, your loan relationships with us, and other information relating to or arising with regard to any of your accounts, loans or other services with us. Further, you understand that we utilize a consolidated statement for your accounts, account services, loans and all other services with us. You understand and agree that we are authorized to send jointly and/or provide to any individual owner or borrower a statement that includes all of the information on the consolidated statement even though all parties receiving the statement may not be owners or borrowers as to all of the accounts or services addressed in the statement. c. Sharing Information with Other Persons, Co-Borrowers, Co-Signers and/or Guarantors, Owners of Collateral Pledged and Others. You hereby consent and agree that we may share any

information regarding your obligations with us or collateral pledged to secure any obligations you owe to the Credit Union with the persons listed in this subsection if we receive a request which we in good faith believe to be related to any such obligations, refinancing, sales, trades, transfers, exchange or transactions. Also, you consent and agree that we may provide pay-off or payment information to persons or entities who seek to make payments on your behalf, including potential "pay-offs". This may include account numbers and information necessary to process payments. d. Access to Third Parties. When you give another party access to your accounts or account information you understand and agree that we have no liability or obligation for any errors, claims or losses of any type of nature whatsoever relating to any transactions initiated as a result of your relationship with that third party, including any claims or losses that may arise from any access to your accounts or personal information. e. Third Parties: To expedite the matters herein for your benefit, you agree that we can rely on the representations made to us by a third party, and our duties to you hereunder do not require us to investigate or document a request for such information.

**Power of Attorney:** You agree that regardless of any laws, rules or regulations we may in our sole discretion refuse to honor or accept a power of attorney to open, close, deposit, or make transactions on any account or to supply endorsements on checks or any other items or to

take any other action with respect to an account, loan or other service. The Credit Union may allow a third person acting as your attorney-in-fact to make transactions regarding your account(s) or conduct other business on your behalf without any liability to the Credit Union, pursuant to a Power of Attorney, but have no obligation to do so. You agree that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your attorney-in-fact, and may restrict or refuse account access, withdrawals, and transactions.

You further agree we may require that a Power of Attorney be registered with the appropriate recording authorities. We may restrict the types or amounts of transactions we permit an attorney-in-fact to conduct. We may require a separate form for each account or service for which you want to grant Power of Attorney. If your agent or attorney-in-fact does not present the original form, we may either accept or refuse to honor any Power of Attorney you grant and with no liability to the Credit Union. If we accept a Power of Attorney, we may continue to recognize the authority of your agent or attorney-in-fact until we receive written notice of revocation from you and have had a reasonable time to act on it.

We within our sole discretion may not recognize a Power of Attorney given by one owner of a Joint Account without the consent of the other Joint Account owner(s).

You agree to indemnify and hold the Credit Union harmless for accepting and/or honoring any Power of Attorney, or copy thereof, which we accept in good faith and believe to be valid and authorized by you.

**Courtesy Pay:** Courtesy Pay is a discretionary overdraft service offered to members in good standing as defined by the credit union. This non-contractual service represents a purely discretionary courtesy or privilege that LGE Community Credit Union may provide to its checking account owners from time to time, and which may be withdrawn or withheld by LGE at any time without prior notice, reason, or cause. Courtesy Pay allows LGE to provide a higher level of service to our account owners by helping to protect your account and reputation when an inadvertent overdraft occurs. If you receive a direct deposit, social security or other federal benefit check, you must opt-out if you do not want us to apply those funds to an overdraft occurrence. Courtesy Pay is not a loan and is only intended as short-term coverage for unanticipated, occasional overdraft situations on your checking account. LGE is not obligated to pay any item(s) presented for payment if a checking account does not contain sufficient collected funds. With Courtesy Pay, LGE will strive to pay non-sufficient fund items including checks and ACH/Pre-authorized drafts and/or electronic debit transactions presented for payment on your checking account.

With Courtesy Pay, LGE will strive to pay such items up to a limit as determined by LGE, based on the member's checking account relationship including but not limited to how long the account has been opened, as well as dollar amount and frequency of periodic deposits made to the account consistent with past practices. Any and all applicable Overdraft Courtesy Pay fees, may be included in the overdraft limit as stated in this section.

If you would like LGE to strive to pay ATM withdrawals and point of sale debit transactions as a part of this discretionary program, you must opt-in to receive coverage of these transactions.

You are not charged for using Courtesy Pay unless you present an item against insufficient funds. Whether we pay or return an item, your account may be assessed a fee, either as a Courtesy Pay fee or a Non-Sufficient funds fee but you will not be charged both fees. Applicable fees are set forth in our Fee Schedule.

If you choose to have overdraft coverage of ATM withdrawals, we strongly recommend that you first perform a balance inquiry before making an ATM withdrawal. Should you request a withdrawal that will overdraw your account, LGE may honor that request by drawing on your Courtesy Pay limit and/or any other overdraft protection you may have with the credit union. The ATM receipt will show the amount withdrawn. It may not indicate your withdrawal has taken your account negative or accessed Courtesy Pay and/or other overdraft protection funds, or charged a fee. The total of the discretionary Courtesy Pay (negative) balance, including any and all fees and charges, is due and payable upon demand. You will continue to be liable, jointly and severally, for all such amounts.

It is anticipated that you will make a deposit immediately to cover an overdrawn balance. If your account remains in an overdraft status we may suspend the payment of items drawn off of insufficient funds until your account is once again in good standing. If your account remains in a negative balance for an extended period of time, this may result in a closed account status.

Any discretionary payment (or other negotiation or processing) by LGE of any non-sufficient funds check(s) and/or items does not obligate LGE to pay any additional non-sufficient funds check(s) and/or item(s) presented.

Using Courtesy Pay may be more costly than other overdraft payment options we may offer. You have the option to opt-out of this service by writing us at 430 Commerce Park Dr., Marietta, GA 30060; or calling us at 770-424-0060; or by opting out of Debit and/or ATM-only related charges by making the selection after logging into your Online Banking; or by obtaining, completing, and returning the appropriate Overdraft Opt-out forms as found on our website. Certain accounts do not qualify for this privilege.

**Postdated and Stale Dated Checks:** We may pay any check without regard to its date unless you notify us in writing of a postdating pursuant to applicable laws and our requirements, together with any fee as set forth in the Fee Schedule. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You agree not to deposit checks or other items before they are properly payable. **We are not obligated to pay any check drawn on your account, which is presented more than six (6) months past its date; however, we have no obligation or liability to you or any other party to the instrument or in the chain of the collection process if we do so.**

**Stop Payment Orders:** If you don't want us to pay a specific written instrument such as a personal check, you can ask us to place a "Stop Payment Order" ("SPO") on the instrument. You can notify us by mail, Attn: Account Services, P.O. Box 1188, Marietta, Georgia 30061-1188, telephone, electronically, or in person. Any such instruction must be given to a teller, member service representative or branch manager of the Credit Union. Your SPO will take effect when we record it on your account. A SPO will not be valid and binding on us unless your SPO includes your account number, the number and date of the written instrument, the name(s) of the payee(s), and the exact amount of the instrument. Only the person placing the SPO may release the SPO. We will charge you a service charge for any SPO as set forth in the Fee Schedule. If you give an oral SPO that is not confirmed in writing by you or us within fourteen (14) days, your SPO will expire and the instrument may thereafter be paid by us.

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



(6) months, you must deliver to us an additional written request as described above.

The Credit Union will not be responsible for any loss as a result of honoring a check: (1) more than fourteen (14) days after receipt of your oral order to stop payment; (2) more than six (6) months after your written order to stop payment, our written confirmation, or more than six (6) months after a written extension as provided herein; (3) through inadvertence, oversight or accident, we honor any postdated check; (4) if you fail to provide us with complete or accurate information; (5) or fail to meet your obligations as noted in this section or otherwise in this Agreement. We have no obligation to accept any order to stop payment on any certified check, cashier's check, teller's check or other instrument guaranteed by us. You will be responsible to the Credit Union if any claim or demand is made against us as a result of our acting in accordance with your stop payment order.

**Insufficient Funds:** You agree that any stop payment order received when you do not have sufficient funds on deposit in your account to cover the item on which you are requesting us to stop payment shall be subject to a service charge for return of an NSF item rather than the service charge for a stop payment order.

**Official Checks and Money Orders:** If you seek to return any official check and/or money order issued from your account, then you agree, we may treat such items as "lost, stolen, or destroyed" under the Uniform Commercial Code and reimbursement may not be made for 91-days from the date issued.

**Legal Process and Other Adverse Claims:** Should we receive any legal process, or other adverse claim which in the Credit Union's opinion affects your account(s), we may, at our option and without liability: (1) refuse to honor orders to pay or withdraw sums from the account(s); and/or (2) hold the balance in the subject account(s) until the Process or adverse claim is disposed of to the Credit Union's satisfaction; pay the balance over to the source of the Process; and/or comply with any specifically applicable laws in addressing the Process. Any Process or adverse claim is subordinate to our lien and security interest in all funds in your account(s). We may also charge you a fee for such matters as set forth in the Fee Schedule.

**Statements:** If the Credit Union provides a periodic statement for your account(s), you will receive a periodic statement from us, or notice of the availability of your statement describing all activity on your account(s) during the statement period as required by law. If you have a multiple party account we are only required to provide one periodic statement to any of the account owners identified on the Membership Application. If provided electronically, you will be sent a notice via e-mail that will direct you to a site where you may access your statement as otherwise agreed. E-mails from us will be sent to the e-mail address provided by any owner. Statements will be provided to the fiduciary upon any trust, custodial or other fiduciary or representative account; and the requirements of this paragraph will be binding on all parties in interest with regard to such accounts pursuant to such delivery. Contact us via mail, Attn: Account Services, P.O. Box 1188, Marietta, Georgia 30061-1188, 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 notify us, you will be deemed to have received the statement for all purposes.

**YOUR DUTY TO EXAMINE AND REPORT PROBLEMS: AS USED IN THIS SECTION, THE TERM "PROBLEM" MEANS ANY ERROR, ALTERATION, COUNTERFEIT CHECK, OR UNAUTHORIZED TRANSACTION (INCLUDING, BUT NOT LIMITED TO, FORGED OR MISSING SIGNATURES AND 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 SIXTY (60) CALENDAR DAYS AFTER WE MAIL THE STATEMENT (OR MAKE THE STATEMENT AVAILABLE) TO YOU; (2) RESULTS FROM A FORGERY, COUNTERFEIT OR ALTERATION SO CLEVER THAT A REASONABLE PERSON CANNOT DETECT IT (FOR EXAMPLE, UNAUTHORIZED CHECKS MADE WITH YOUR FACSIMILE OR OTHER MECHANICAL SIGNATURE DEVICE OR THAT LOOK TO AN AVERAGE PERSON AS IF THEY CONTAIN AN AUTHORIZED SIGNATURE); OR (3) AS OTHERWISE PROVIDED BY LAW OR REGULATION. YOU AGREE THAT THIS SIXTY (60) DAY PERIOD TO EXAMINE YOUR STATEMENT AND REPORT PROBLEMS TO US ARE WITHOUT REGARD TO OUR LEVEL OF CARE OR THE COMMERCIAL REASONABLENESS OF OUR PRACTICES, AND WITHOUT REGARD TO WHETHER CANCELLED CHECKS ARE SUPPLIED TO YOU.**

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

Notwithstanding the foregoing, the time period for notifying us or making a claim under the Check 21 Act, with respect to a substitute check or an image of a substitute check that is sent with a statement or that appears on a statement, will be as set forth in the Check 21 Act.

**Change of Name or Address:** You will promptly notify us of any change of address or your name, including your e-mail or other electronic address by: (1) writing to us Attn: Account Services, P.O. Box 1188, Marietta, Georgia 30061-1188 or (2) visiting a branch location or (3) via e-mail using the Credit Union's secure web site (the portion of the site you may access after entry of your user name and password or PIN). In the absence of such notice, any mail, disclosure or notice to you at any: address, forwarding address provided to us by the U.S. Postal Office, or e-mail address shown by our records or any communication received from you will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery of any item we may be required to provide, regardless of actual receipt by you. If we receive notice that the address you provide to us is not or is no longer correct, or has changed without notice to us, and we attempt to determine your new name or address; then the Credit Union may, in its sole discretion: (1) charge a fee as set forth in the Fee Schedule to determine your current address; and/or (2) discontinue sending any statements, notices or other items to you until verifiable information is provided to correct any deficiency under this provision.

**Inactive or Dormant Accounts:** If your account falls below any applicable

minimum balance and you have not made any transactions within the period of time specified in the Fee 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 Fee Schedule for inactivity, which is generally the failure to transact any business on an account for the period set forth in the Fee Schedule. Unless specifically prohibited by applicable law, we may also charge a service fee for processing your dormant account ("Abandoned Property and/or Dormancy Processing Fee"). Unless prohibited by applicable law, we further reserve the right to transfer your dormant account funds to a general Credit Union account and to suspend any further account statements.

**Termination or Restrictions of Accounts and Services and Standards of Conduct and Behavior:** You may terminate your membership by providing us written notification. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services or your liability on outstanding items or transactions. You 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. You further agree that we can terminate your membership, any account or service for cause based on any of the circumstances defined in this Agreement; without notice or further action.

We, in our sole discretion, may terminate, limit or restrict, or change the terms, as we in our sole discretion deem appropriate, on 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) and/or service(s) and apply for a new account(s) and/or services(s) if: (1) there is a request to change the owners or authorized users; (2) there is a fraud and/or 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 checks that are lost or stolen; (5) there are returned unpaid items-transactions not covered by an overdraft protection with us or any abuse of any such protection per our assessment thereof; (6) there is any misrepresentation regarding any account(s) or service(s); (7) the Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (8) if we believe you have been negligent in protecting any access devices or codes; (9) we deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees; (10) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Agreement; (13) you have an account that does not maintain a required par value for a membership account or any balance as to all other accounts; (14) you violate any Credit Union policy, procedure or standard or any law, regulation or rule; (15) if you participate or facilitate any transactions for another person who is prohibited from making transactions with us pursuant to applicable laws or Credit Union policy and/or procedure; (16) making unauthorized posting(s), defacing or removing notices or signs on Credit Union premises and/or social media sites without management authorization; (17) misappropriating Credit Union funds, property, or other material proprietary to the Credit Union; (18) deliberately or repeatedly violating security procedures or safety rules; (19) possessing, using, or being under the influence of illicit drugs on Credit Union premises; or (20) engaging in use or possession of weapons of any kind on Credit Union premises

except for on-duty law enforcement officers or security officers; or (21) displaying and/or engaging in “inappropriate” or “abusive conduct” as defined by the Credit Union to protect Credit Union employees and members; or (22) any new US or other Country’s laws, rules, regulations or other requirements make it impractical or impossible for the Credit Union to meet the requirements of such laws, rules, regulations or other requirements.

We, on our own accord, may place a stop payment on any check, 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. We are not responsible for any check, withdrawal, item or transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us upon demand.

**Joint Accounts or Services:** In our sole discretion, we may require the party to whom the restrictions or termination of the above remedies affecting any accounts or services with multiple owners or parties, when applicable be: (1) removed; (2) close the account and then open a new account absent the affected owner or party; or (3) the restrictions may be applied to the account or service. The Credit Union has no obligation to provide any specific information regarding the basis or taking action under this section to any other owners or parties.

**Residence Outside the U.S., Its Possessions, or Territories:** We may require that all checking accounts and related services be closed or deactivated if you move your residence to a country or place outside the U.S., its possessions or territories. The Credit Union may close your checking account(s) and related services if you do not do so.

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

**Statutory and Consensual Liens on Accounts Shares:** By signing a Membership Application or other agreement conveying a pledge or security interest in shares, or your use of any accounts or services, you have given the Credit Union a lien on any and all (“shares”) in all joint and individual share accounts, together with all dividends, regardless of the source of the shares or any individual owner’s contributions. This lien secures any account owner’s joint and individual obligations to us now or in the future, whether direct, indirect, contingent, or secondary; and has priority over all other claims. You agree that this lien is created and/or impressed, as applicable, as of the first date that any applicable account is opened with us. This lien secures all debts you owe us, including but not limited to those arising pursuant to any loan agreements, or under this Agreement, or arising from any insufficient funds item; or fees; or costs; or expenses; or any combination or all of the above. You authorize us to apply your shares to any obligations owed to us if you are in default or fail to pay or satisfy any obligation to us, without any notice to any account owner or other party. The Credit Union’s rights are immediate and apply to all accounts.

**Right of Set Off:** You agree that the Credit Union at all times retains the common law equitable right of set off against your shares with regard to any debt or obligation owed to us individually or otherwise, which right may be exercised by us without legal process or notice to any account owner.

**Right to repayment of indebtedness:** You each agree that we may (without prior notice) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons’ or legal entity’s right to withdraw. Funds may be applied from any account in which you have a beneficial interest; and may include funds regardless of the source including but not limited to deposits of funds representing the payment of Social Security, Veterans benefits, or any

other funds that may be subject to limitations under federal or state laws. Any application of funds hereunder shall be deemed a voluntary transfer that you have authorized. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account. This includes any balance for the due date which we properly accelerate under the note. Our right to repayment does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, (b) the debt is secured by a security deed in favor of us, and is secured by your principal residence, or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

**Status Quo - Collateral Preservation:** You specifically agree that all shares on deposit constitute collateral for all obligations owed to the Credit Union. You agree that the Credit Union has the right to preserve this collateral, and may use appropriate administrative procedures (including but not limited to placing a temporary hold or "freeze" on such funds) to safeguard such funds if the Credit Union at any time has reason to believe such collateral may be impaired or at risk due to any default, bankruptcy, breach of any agreement or promise, or as otherwise provided for by our agreements or applicable law, without notice to any owner. In the case of any bankruptcy proceeding, the Credit Union has a right to preserve such collateral as set forth herein as cash collateral; and is not required to surrender or turnover such collateral absent the owner's filing any appropriate motions and the entry of an order either providing for adequate protection of the Credit Union's rights in such collateral, or modifying or terminating the automatic stay as to such collateral. You further agree that the Credit Union's exercise of this right to safeguard or "freeze" funds on deposit shall not constitute a violation of the automatic stay afforded by the Bankruptcy Code.

**Telephone Request:** 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 Receive Communications:** To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging, or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA) and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to this account, and as authorized by applicable law and regulations.
- Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us, our affiliates, and designees to contact you regarding your account(s) with the Credit Union and its affiliates throughout its existence using any telephone numbers or email addresses that you have provided to us or that you may subsequently provide to us 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. This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged

for the call.

If you have provided to the Credit Union, a wireless telephone number (cell phone number), you represent and agree you are the wireless (cell phone) subscriber. Should you relinquish or otherwise no longer be the subscriber to a wireless telephone number (cell phone number) you provided to the Credit Union, you represent and agree that you will immediately notify the Credit Union of your relinquishment or nonsubscriber status of the wireless telephone number (cell phone number) by updating your account information.

**Recording Conversations:** You understand and agree that for our mutual protection, any phone call with us may be monitored or recorded by us or our affiliates.

**Information About Your Accounts and About You:** We will only disclose information to third parties about your account(s) or about you as permitted in this Agreement; as permitted by any applicable laws; or when we are attempting to collect an obligation owed to us.

**Right to Refuse Instructions and Orders:** If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections. Under this provision, you understand and agree that we may refuse any particular transaction, transaction type or request when we in good faith believe that the transaction or request may: (1) expose the Credit Union to a risk of loss; (2) involve a fraud or scam; (3) be illegal; or (4) otherwise not in the best interest of the Credit Union.

**Miscellaneous:** Further, pursuant to this Agreement or any claim or dispute arising hereunder shall be construed in accordance with and governed by the Laws of the State of Georgia, which law together with specifically applicable federal laws govern this Agreement. Our web site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal office noted in this Agreement found under the Common Features Section. While you may choose to access our web site and electronic services from other locations, we make no representation that any information, materials, or functions included in our web site or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations. Section headings in this Agreement are for convenience of reference only. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any owner, user or other applicable person party; or to enforce any of our rights with respect to other transactions. Any such waiver shall not modify the terms and conditions of this Agreement.

**Amendments and Changes:** Any written notification of other changes required by applicable law or regulation will be made available to you via: website access, any branch location, specified email, and/or at the address that you have provided the Credit Union. You agree to keep us informed with your current contact information at all times. Notice from us to any one of you is notice to all of you. Changes to any account or account service requested by any member or account owner can only be made with the express consent of the Credit Union. The Credit Union, in its sole discretion, may change any term or condition of this Agreement, including the method for determining dividends, at any time without notice except as expressly required by applicable law, and any change in the Agreement shall be effective at the earliest time allowed by applicable law. If applicable laws provide no express time period, then notice 10-days or more in advance of the effective date of

any change shall be deemed sufficient.

**Multiple Party Accounts:** Any or all owners can make deposits or withdrawals regardless of contributions. Each owner guarantees the signature of all other owners; and appoints all other owners as agents. We may accept orders, instructions, and requests for future services from any account owner, which shall be binding on all owners. Any individual account owner may withdraw funds, stop payment of items and/or transactions (regardless of who ordered the payment), transfer or pledge to us all or any part of the share's in any account, and block, terminate or discontinue or close any transaction or service without the consent of the other owner(s). We have no obligation to notify the other account owner(s) of any pledge or other actions, orders or instructions by any owner. Each owner is jointly and severally liable for all returned items, overdrafts or any other obligations owed to the Credit Union as a result of any transaction(s) on a multiple party account, regardless of the drawer, user or authorized user who orders or causes said transaction(s).

**Payable on Death Designations:** Payable on Death ("POD") accounts are governed by your agreements with the Credit Union and applicable state law. A POD account instructs us that the designated account is payable to the owner(s) during their lifetimes, and upon death of the last account owner, is payable to the beneficiary(ies) designated by your Membership Application and pursuant to applicable laws; unless subject to our right of set-off or a pledge of the funds in the account(s), in which case all sums in the account(s) will belong to us up to the amount of the obligation(s) owed. Either owner, during their lifetime, may change any designated beneficiary by written direction to us. If any beneficiary is not of legal age at the time the account(s) are to be paid to beneficiaries hereunder, then we may in our discretion pay said amounts to any one parent or legal guardian of such beneficiaries or as otherwise allowed by applicable law; and upon such payment you agree that we are released from any and all claims and obligations and shall be indemnified per the provisions of the Liability Section found below. If all named POD beneficiaries pre-decease the owner(s) the applicable funds shall be paid to the estate of the last surviving owner. It is further agreed that upon the vesting of any interest in any rights of a POD beneficiary all sums payable shall be subject to any right of set-off between us and the POD beneficiary.

**Ownership Limitations of Account and Beneficiary Designation:** When you execute any Membership Application with the Credit Union and list multiple owners you understand and agree that you are appointing and agreeing that all owners will have access and authority for transactions and otherwise for all accounts and/or services, excluding IRA's and Loan products and/or services. These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. Beneficiaries may be named on your account that acquires the right to withdraw only if: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares or designated percentages, without right of survivorship. This means that the sums in the account may be paid to any surviving beneficiaries individually or otherwise. However, no amount will be paid to any beneficiary, their heirs or successors, who are not living at the time the account becomes payable to beneficiaries. The person(s) creating these account types reserves the right to: (1) change beneficiaries, (2) change account types, (3) withdraw all or part of the deposit at any time, and (4) close the account.

**Custodial Accounts:** Custodial accounts are established in compliance with the "Georgia Transfer to Minors Act" (O.C.G.A. Sec. 44-5-5). Although the account is established under the minor's social security number, the custodian is responsible for administration of the account. The custodian may not use his or her social security number to accrue interest. All interest earned must be reported under the social security

number of the minor for tax purposes. The gift to minors act specifically protects Credit Unions who act upon the instructions of a custodian. The act says that a Credit Union acting on the instructions of a custodian: (1) Is not responsible for determining whether the person was duly designated as a custodian or whether any transfer to or by the person as custodian is in accordance with Georgia Law, (2) Is not obliged to inquire into the validity of any instrument or instruction signed or given by the custodian, or (3) Is not bound to see to the application by the custodian of any money paid or delivered to him or her in accordance with Georgia Law. Anyone within our field of membership may establish a custodian account for any minor (under 21). Only one custodian is allowed on each custodial account.

**Fiduciary Accounts:** The Credit Union may open other accounts pursuant to a court order to facilitate your request for a trust, probate or other acceptable purposes. We make no representations and give no advice concerning any such accounts and may refuse to open any account or refuse to follow any instruction that may expose us to any expense or liability. Any individual acting as an agent, guardian, personal representative, trustee, custodian or in some other fiduciary capacity must be designated to us as such on the Membership Application, as well as any other documentation we may require. We are authorized to follow the directions of any such agent and/or fiduciary until we receive written notice that the agency is terminated and have had a reasonable time to act upon the notice. Further, you specifically agree that we are not liable for the misapplication of funds by your agent and/or fiduciary.

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

**“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 out of 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.

**Liability; Disputes and Costs and/or Fees:** (General Limitations on Credit Union Liability) We are not liable to you for any loss caused by an event that is beyond our reasonable control including if circumstances beyond our reasonable control prevent us or delay us in performing our obligations with regard to any transaction, including acting on a payment order, crediting any funds transfer to your account(s),



processing an item or crediting your account(s). Circumstances beyond our reasonable control include, but are not limited to: a natural disaster; adverse weather conditions; acts of God; acts of terrorism; emergency conditions including any risk of loss to the Credit Union; a legal constraint or governmental action or inaction; strike or stoppage of labor; power failure; the breakdown or failure of our equipment for any reason; the breakdown of any communication or transmission facilities, any mail or courier service; suspension of payments by another party; or any matter resulting in whole or part from your act, omission, negligence or fault.

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

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

You agree that you are responsible for the actions and/or transaction activity of any third persons you appoint or authorize including but not limited to attorneys in fact; representative payees; and custodians for any and all obligations relating or arising from activity on your accounts; and you agree to indemnify and hold the Credit Union harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by persons you appoint or authorize to transact business on your behalf.

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

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

an account(s) or the fund(s) in an account, at our sole discretion we may deposit the funds in an account with a court and ask the court to resolve the dispute or uncertainty over who is entitled to the funds. In such instances, we may deduct our attorney fees and court costs from the funds in the account to be deposited with the court.

You will make all third persons including but not limited to attorneys in fact; representative payees; and trustees aware that he or she is liable to us for any and all obligations incurred by any actions dealing with the account; and you and they agree to indemnify and hold the Credit Union harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by the third person.

**Third Party Documents:** From time to time you may present us with certain documents that the Credit Union is not a party to (examples include but are not limited to: trust agreements, business operating agreements, contracts, court orders such as divorce settlement agreements, etc.). The Credit Union may require such documents for a purpose such as proving the existence of an entity or trust as required by applicable laws. However, the Credit Union is not a party to such agreements and mere possession of these documents does not in any way imply or impute knowledge of the contents of such documents to the Credit Union or its employees.

# ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

**Transactions we Facilitate:** As a user of Electronic Funds Transfer (EFT) service, you may have access to specifically identified Automated Teller Machines (ATM), Memberline Audio Response "Memberline", Online Banking, Visa Debit card, and Automated Clearing House (ACH) services, Mobile Banking and Wire transfer services.

The following are types of EFTs we may offer now or in the future, not all of which may apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed: Point-of-sale (POS) transfers, automated teller machines (ATM) transfers, direct deposits or withdrawals of funds, transfers sent via ACH (Automated Clearinghouse), transfers initiated by telephone, transfers resulting from Debit card transactions (whether or not initiated through an electronic terminal), payments made by a bill payer under a bill payment service (unless made solely by check or similar paper instrument), and online and/or mobile banking.

**Preauthorized credits:** You may arrange for certain direct deposits to be accepted into your Credit Union Base Savings, Money Market, and/or Checking account(s).

**Preauthorized payments:** You may make recurring payments from your checking account(s).

**Electronic Check Conversion (ECK) Transaction:** An ECK transaction occurs when a member authorizes a one-time EFT from his or her account using information from a check to initiate the transfer. An electronic check conversion transaction can only be processed when it has been authorized by the member. A member authorizes the transaction when he receives the appropriate notice and then goes forward with the transaction.

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

**Memberline And Online Banking:** You may access your account through Memberline, our telephone transaction system. You will use your account number and your Memberline authorization code (PIN), and a Touch-tone phone. Rotary phones are not compatible with Memberline. You may access Online Banking from our website: [www.LGEccu.org](http://www.LGEccu.org), by completing registration and verifying applicable personal identification. You must then accept any additional agreements and/or disclosures, select a new password, and respond to any challenge questions as required

by our system. Monetary transfers from 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 savings to any sub account or to another member account
- Advance funds from a line of credit to related savings or checking account
- Make loan payments from related savings or checking accounts (Credit Union loans only)
- Access E-Statements
- Verify Cleared Transaction and/or Checks
- Look up status and/or information on your loan, savings and/or checking accounts

**Online Banking Bill Pay Services:** Through LGE Bill Pay Services, you may make payments to debtors or individual payees through Online Banking. Payments are eligible from your established checking account(s). Payments will be remitted based on the merchant's 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:**

- Schedule and make payments
- View pending payments and payment history
- Payee maintenance (e.g., change merchant name and address)
- Add merchant payment information
- Sign up for eligible ebills

**Timing of payments:** The Credit Union processes payments through a third-party vendor and is not responsible for the timing of payments. Electronic payments are normally received and processed by the merchant within five business days. Mailed payments usually take a longer period of time to be received and processed by the merchant. The merchant determines which type of payment it will receive.

**Liability:** The Credit Union's liability can be found under section titled, Liability For Failure to Make a Transaction of this Agreement and other applicable disclosures. In no case will Credit Union be liable for consequential, indirect, or punitive costs or damages. Credit Union and the bill payer service provider will carry out your instructions in a reasonable manner. This is in addition to any other provisions in this agreement that address the Credit Union's liability. 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 more than 120 days, will be deactivated. Once the account has been deactivated, new registration is required. If you would like your Online Banking account to remain active, you must log into your account at least once every 120 days.

**Visa Debit card:** By signing (or otherwise initiating) an application, by signing the back of the Visa 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 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 device 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 Debit card. The Visa Debit card is a product of the VISA Corporation; therefore, covered by all the security features and safeguards that VISA provides.

**ATM Safety Precautions:** As with all financial transactions, please exercise discretion when using an ATM. You are responsible for your own safety. The following suggestions may be helpful.

- Minimize your time spent at a machine. Have your card ready and prepare for your transaction prior to arriving at the ATM.
- As soon as your transaction is complete, place your money in your purse or wallet. Count the cash later in the safety of your car or home. Remember to retrieve your card and receipt immediately after your transaction.
- Always save your receipts. Do not leave them at the ATM; they may contain account information.
- Protect your Personal Identification Number (PIN). Do not lend your Visa Debit card to anyone. Do not give anyone your PIN. Do not write your PIN where it can be discovered or store it with your card.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- When you make an ATM transaction, be mindful of your surroundings and remain alert. If you notice anything suspicious, or any other problem arises after you start an ATM transaction, cancel the transaction, take your card, and leave.
- Do not accept assistance from anyone you do not know.
- Avoid ATMs in dark or remote places. Be sure the ATM site (including the parking area) is well lit. It may be safer to bring someone with you when you make a transaction.
- At a drive-up ATM, keep your doors locked and all passenger windows up.
- Look at the ATM before using it. If it doesn't look right, don't use it. If an ATM has any unusual signage, don't use it.
- We want the ATM to be safe and convenient for you. Therefore, please tell us if you know of any problem with an ATM facility. Report all crimes and any suspicious activity to us and to the police.

**ATM Transactions:** You may access your account(s) by using the Credit Union's ATM with your Visa Debit card and personal identification number (PIN) to:

- Get balance information on savings and checking accounts and line of credit
- Make deposits 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, CU Here, or CU 24 Networks.
- Make withdrawals from savings and checking (You may withdraw no more than \$500 per day per account)

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

*\*Foreign Non-LGE ATMs are machines we do not own that allow access via the networks as set forth in the Fee Schedule, which may change from time to time.*

**Visa® Debit card POS Transactions:** After your Visa 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 sole 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 another account, 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 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. You may access your Credit Union savings and checking account at the ATM to get cash and make deposits. You may access your Credit Union checking account to purchase goods (in person), pay for services (in person), get cash from a merchant (if merchant policy permits) or from participating financial institutions, and use it to pay for goods and services by telephone and the Internet.

**Limitations on Use of Visa 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 withdrawals and purchases 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.

**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 titled paragraph "Liability for Unauthorized Transactions" found in this section. Zero liability does not apply to unauthorized use of your Visa Debit card and PIN at an ATM. We may require a written statement regarding your claim.

**Ownership of Cards:** The Visa 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 the 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 Debit card immediately as well as discontinuing the use. You also understand and agree to keep your card(s) in a safe place, not to write your PIN on your card or store it with the card, not disclose your PIN to anyone, and to report any unauthorized or erroneous transactions to the Credit Union immediately.

**Remittance Transfers:** The term Remittance Transfer typically describes a transaction where a consumer sends funds to an individual in another country, known as an "International Wire transfer". Remittance Transfers could consist of an international wire transfer, an international ACH transaction, a prepaid card, or a foreign check. See special requirements "What to do if you want to cancel a Remittance Transfer" and "Error on Remittance Transfer Rules" below.

**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. 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. Applicable fees are set forth in our Fee Schedule.

**Currency Conversion Fee:** 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. If you authorize a transaction with your access device in a currency other than US Dollars, VISA will convert the charge into a US Dollar amount. The VISA currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by VISA, as applicable. The exchange rate VISA uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. Applicable fees are set forth in our Fee Schedule.

**Fees and Charges:** There are certain charges for the EFT services as set forth on the Fee Schedule. If you request an advance from your line of credit account such transactions may be subject to charges under the terms and conditions of your Lending Disclosure and Agreement.

**ATM Operator and/or Network Fees:** 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. You may be charged a surcharge fee by the owner of a non-Credit Union ATM or by the Network used and you may be

charged for a balance inquiry even if you do not complete a funds transaction. The Credit Union may charge you a fee for using a non-Credit Union ATM as set forth in the Fee Schedule.

#### **Right to Documentation:**

**a. Terminal Transactions:** You can get a receipt at the time you make any transfer to or from your account using any automatic teller machine or a point-of-sale terminal.

**b. Direct Deposits:** If you have arranged to have direct deposits made to your accounts at least once every sixty (60) days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can call us at the telephone number listed in the Fee Schedule to find out whether a deposit has been made. If the only possible transfers to or from your accounts are direct deposits, you will get a statement from us at least quarterly.

**c. Periodic Statements:** Transfers and withdrawals transacted through an ATM or POS terminal, Mobile Banking, Online Banking, Memberline, Telephone, or Debit card purchase will be recorded on your periodic statement. You will receive a statement or notice of the availability of your statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement or notice at least quarterly.

**Electronic Statement:** The 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. The Credit Union will provide you error-resolution information with each periodic statement. **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 devices.

**Authorizing e-statements:** You must sign up for e-statements through Online Banking you can reach via our web site [www.LGEccu.org](http://www.LGEccu.org). We will consider your request for e-statements to be your agreement that the Credit Union will post your statement in a secure location and notify you via e-mail when 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 calling



770-424-0060. Applicable fees are set forth in our Fee Schedule.

**Member Responsibilities:** It is your responsibility to keep the Credit Union apprised of your current e-mail address. Failure to notify the Credit Union of e-mail address changes may result in a loss of important communications from the Credit Union and possible fees as assessed by the 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.

**Stopping a Preauthorized Payment / Notice of Varying Amounts:**

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 770-424-0060 or writing to us Attn: Account Services, P.O. Box 1188, Marietta, GA 30061-1188. We must receive your request five (5) 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 your call. Refer to our Fee Schedule for stop payment fees and other applicable fees. We are not obligated to honor a stop payment request that does not contain accurate information provided in a timely manner. You understand that it is necessary to provide the correct information related to the transaction, and that failure to do so may result in the payment of the item. **Liability for failure to stop payment:** If you request LGE to stop one of these preauthorized payments three (3) business days or more before the transfer is scheduled and we do not do so, we may be liable for your losses or damages.

**What to do if You Want to Cancel a Remittance Transfer:** Remittance Transfers to a beneficiary in a foreign country covered under Regulation E will be held until 4:00 pm to approve the disclosure. Once approval is received, you will have a 30-minute cancellation window. Payment occurs when funds are deducted from your designated account to cover the Remittance Transfer amount and any associated fees and taxes, which begins the 30-minute time period for cancellation addressed herein which is not calculated from the time we actually send funds. You have a right to cancel and obtain a refund, including all fees within 30-minutes of approving the disclosure. In order to cancel, you must contact us within 30-minutes of payment, approving the disclosure at the phone number or e-mail address in this Agreement. When you contact us, you must provide us with information to help us identify the Remittance Transfer you wish to cancel, including the amount and location where the funds were sent, and the Confirmation Code printed on the disclosure provided to you when the wire was ordered. We will refund your money within three (3) business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's account. After the 30-minute time period you may not be able to cancel or amend a remittance transfer request. However, we may, in our sole discretion, use reasonable efforts to act on your request for cancellation or amendment. Any request for cancellation or amendment is subject to applicable security procedure(s). We shall have no liability if such cancellation or amendment is not affected. Furthermore, you shall be solely liable for any and all damages arising out of or related to any amendment or cancellation; and agree to indemnify and hold us harmless from any and all liabilities, costs and expenses we may incur in attempting to cancel or amend any transfer.

If a member is requesting an international wire, the Credit Union will provide the member with a Combined Disclosure, which contains all of the information required by the Remittance Transfer Rule (Section 1073 of the Dodd-Frank Act). The disclosure will include detailed information about the transfer, including, but not limited to, the transfer amount, certain fees and taxes associated with the transfer, the exchange rate, the approximate amount to be received by the

designated recipient, and the date the funds will be available to the recipient. Disclosures will be provided via email. Once the member receives the disclosure, they will have to approve the order before the wire can be sent and once approved, the member will have 30 minutes to cancel the order. Approved disclosures will be attached to the wire packet.

**Liability for Failure to Make a Transaction:** If the Credit Union does not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, the Credit Union may be liable for your losses or damages. However, there are some exceptions to this, which include the following:

- You do not have enough money in your account to make the transaction through no fault of ours.
- The transaction goes over the credit limit on your overdraft line.
- The terminal where you were making the transaction does not have enough cash.
- The terminal or other system was not working properly and you knew about the breakdown when you started the transaction.
- Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
- You have not properly followed instructions for operation of the ATM.
- The funds in your account are subject to legal process or other similar encumbrance.
- The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union Agreements.
- Access to your account has been blocked after you have reported your Access Device lost or stolen or you use a damaged or expired Access Device.
- The Credit Union has a reasonable basis to believe an access device has been compromised; or that other actions and/or circumstances cause us to believe there is a possibility of unauthorized activity or other risk involving an access device we have issued.

**Information Disclosure:** We will disclose information to third parties about your account(s) or the transfers you make:

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

**In Case of Errors or Questions About Transactions:** In case of errors or questions about your electronic fund transfers: 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. (For any errors involving a line of credit account, you must review your Loan Disclosure and/or VISA Credit Card Disclosure and Agreement for a description of your rights.) We must hear from you no later than sixty (60) days after we send you the first statement on which the problem or error appeared. You should provide the following information:

- Tell us your name and account number.

- Describe the transfer you are unsure about, the type, date, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint(s) or question(s) in writing within ten (10) business days at the address listed in this Agreement and Disclosure.

We will tell you the results of our investigation within ten (10) business days (5 business days if the transfer involved a Visa Debit card Signature transactions) after we hear from you and will correct any error promptly. If we need more time we may take up to forty-five (45) days (90 days if the transfer involved a POS transaction, a new account, or a foreign initiated transfer) to investigate your complaint(s) or question(s). 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 Debit card signature transactions) of receiving the error notice, and will inform you, within two (2) business days, after providing the provisional credit, of the amount and date so that you will have the use of the money during the time it takes us to complete our investigation. After completing the investigation, we will correct the error, if any, within one (1) business day after determining that an error occurred. A report of our results will be delivered or mailed to you within three (3) business days after the conclusion of the investigation (including, if applicable, notice that a provisional credit has been made final). If we ask you to put your complaint(s) or question(s) in writing and if 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. You may ask for copies of the documents that we used in our investigation.

**For Transactions initiated outside the United States, or resulting from a Point-of-Sale Debit card Transaction:** We will have ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint(s) or question(s). For transactions on accounts that have been opened less than thirty (30) calendar days, we will have twenty (20) business days instead of ten (10) business days to credit your account, and ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question.

**Special Rules for Provisional Credit for Visa® Debit card Transactions:** If you believe a Visa® Debit card transaction was unauthorized, we will issue credit to your account within five (5) business days for signature transactions and ten (10) business days for POS transactions for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may reverse any credit previously made to your account until we receive it. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances or your account history.

**Errors on Remittance Transfers:** If you think there has been an error or problem with your remittance transfer: telephone us at 770-424-0060 or 1-800-541-8921, ext 85104, or write to us at LGE Community Credit Union, Attn: Accounting, 430 Commerce Park Drive, Marietta, GA 30060. You must contact us within 180 days of the date we promised you that funds would be made available to the recipient. When you do, please tell us: (1) Your name and address [or telephone number]; (2) The error or problem with the transfer, and why you believe it is an error or problem; (3) The name of the person receiving the funds, and

if you know it, his or her telephone number or address; (4) The dollar amount of the transfer; and (5) The confirmation code or number of the transaction. We will determine whether an error occurred within ninety (90) days after you contact us and we will correct any error promptly. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

**Liability for Unauthorized Transactions:** Contact us immediately 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. You are responsible for all transfers you authorize using an EFT service under this Agreement. If you permit other persons to use an EFT service or your access device, you are responsible for any transactions they authorize or conduct on any of your accounts.

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

**Note:** Visa USA Operating regulations require the Credit Union to notify you of the following: If you participate in STAR Bill Payment or other PIN-less debit transactions using your Credit Union Visa Debit card, your transaction is considered a “non-Visa” transaction and may not receive Visa-associated protections and benefits. You should refer all STAR Bill Payment or other PIN-less debit transaction disputes to your biller rather than Visa.

For all other EFT transactions that require the use of a PIN or Access Code, if you tell us within two (2) business days, you can lose no more than \$50 if someone uses your card and PIN or Access Code without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Card, PIN or Access Code, and we can prove that we could have prevented the unauthorized transaction if you had told us in time, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your Card or Access Code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you must call or write us at the telephone number, address or e-mail address found under the Common Features Section in this Agreement.

**Reporting A Lost Card, Access Device, PIN, or Memberline PIN:** If you believe that any Access Device has been lost or stolen or that someone has withdrawn or may withdraw money from your account without your permission, you agree to immediately notify us. You can call us at 770-424-0060 or write to us Attn: Support Services, P.O. Box 1188, Marietta, GA 30061-1188. If you recover, your Card and/or Access Device after you have notified us, DO NOT USE IT.

**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](mailto:CardServices@LGEccu.org).

## AVAILABILITY OF FUNDS DISCLOSURE

This Disclosure applies to all “transaction” accounts which are subject to Reg CC. Transaction accounts, in general, are accounts, which permit an unlimited number of payments to third parties and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Please read all provisions carefully in order to fully understand when funds may be available from certain deposits.

Funds “availability” means your ability to withdraw funds from your account, whether those withdrawals are by cash, check, automatic payment, or any other method we offer you for access to your account. If deposited funds are not “available” to you on a given day, you may not withdraw the funds in cash and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this. Applicable fees are set forth in our Fee Schedule.

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

**Determining The Availability Of A Deposit - All Accounts:** The day funds become available is determined by counting business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and Federal holidays. If you make a deposit during business hours, we will consider that day to be the day of your deposit for purposes of calculating when your funds will become available. However, if you make a deposit on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Deposits you send by mail are considered deposited on the business day it arrives at the branch of deposit.

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

**Immediate Availability for Certain Items:** The following types of deposits will usually be available for withdrawal immediately and are subject to the **Longer Delays May Apply** section below:

- Cash (if deposited in person to an employee of ours);
- Electronic direct deposits;
- Wire transfers; and
- The first \$200 from the aggregate of all other deposits made on any given day.

**Immediate Availability for Most Other Items:** Our general availability policy for items not listed in the prior section is to make funds available to you immediately on the first business day after the day of deposit. We generally make some portion of a day’s deposits available for withdrawal immediately. See the previous section for the types and amounts of deposits that are available immediately.

### ACH Transfers

**ACH or Wire Credit Transfers Originated by Another Financial Institution:** If you initiate a Wire or ACH transfer from your account at another financial institution to your LGE account, also known as ACH Credits, these funds will be credited and made available on the same day that the item posts to your account, at which time you may withdraw the funds in cash, send a wire transfer, and pay checks you have written. We do not consider electronic credits (incoming wires or ACH credits) where LGE is not the originator, as “uncollected” funds when determining availability for sending wire transfers.

**ACH Debit Transfers Originated by the Credit Union:** If LGE initiates an ACH Debit, requested by you, which would be a credit of funds to your LGE account and debit from your account at another financial institution, these funds from the transfer will be posted to your account and made available no later than close of business on the third (3rd) business day after the day the transfer was processed, at which time you may withdraw the funds in cash, send a wire transfer, and pay checks you have written.

**Immediate Availability for Most Other Items:** Our general availability policy for items not listed in the prior section is to make funds available to you immediately on the first business day after the day of deposit. We generally make some portion of a day's deposits available for withdrawal immediately. See the previous section for the types and amounts of deposits that are available immediately.

### **Deposits At Automated Teller Machines (ATM's)**

**Our Machines:** If you make a deposit at an ATM identified as ours with the Credit Union's name, your deposit will generally be available on the first business day after the day of deposit.

**Other Machines:** If you make a deposit at an ATM that is not identified as ours with the Credit Union's name, your deposit will not be available until the fifth business day after the day of deposit.

### **Longer Delays May Apply**

**Paper Checks: Case-by Case Option:** In some cases involving paper checks, we will not make all of the funds that you deposit available to you as provided above. The first \$200 of your deposits, however, will generally be available no later than the first business day after the day of deposit, and usually immediately. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit; or soon after as reasonably practical. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees (including a deposit made at an ATM) 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.

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

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

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

**Special Rules for New Accounts:** If you are a new member, the following special rules may apply during the first thirty (30) calendar 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

and deposited in person by one of our employees. The excess over \$5,000 will be available by the fifth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person by 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 fifth business day after the day of your deposit. However, we may place longer holds on certain items for other reasons, such as large deposits (see Longer Delays May Apply above).

**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.

**Other Accounts:** 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 day the deposited item would have been available, which will usually be the first business day after the day of deposit.

**Foreign Checks:** The credit union does not accept or process checks drawn on financial institutions located outside the U.S. (foreign checks). Only checks payable through a U.S. financial institution with routing numbers and payable in U.S. dollars will be available subject to funds available described in this section.

### **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 law with respect to those transactions.

**Your 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 ten (10) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (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, Accounting Department, 430 Commerce Park Drive, Marietta, Ga. 30060 or you may call 770-424-0060 Ext 85104, or you may email us at [AccountingAssociates@LGEccu.org](mailto:AccountingAssociates@LGEccu.org). You must contact us within *forty (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).

## TRUTH-IN-SAVINGS ACT DISCLOSURE (SAVING AND CHECKING ACCOUNTS)

**Rate information:** All Savings Accounts; Base Savings, Special Savings, Individual Retirement Account (IRA), Educational Savings Account (ESA), and Health Savings Account (HSA), are tiered rate accounts. The dividend rate and Annual Percentage Yield (“APY”) are variable and may change at any time as determined by the Credit Union’s Board of Directors. Youth Savings Accounts convert to regular Savings Accounts when the Primary member reaches the age of 23. For the current dividend rate and APY on your accounts, reference LGE’s Rate Schedule.

**Compounding and Crediting:** Dividends will be compounded and will be credited as set forth in the Rate Schedule. The Dividend Period (“period”) for each of your accounts is set forth in the Rate Schedule. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period. If your account is closed or you make a withdrawal during a dividend period before dividends are credited, you may not receive accrued but uncredited dividends.

**Balance Information.** Any minimum deposit to open an account, and the minimum average daily balance you must maintain to avoid service fees and to earn the annual percentage yield stated for your account is set forth in the Rate Schedule. “Average Daily Balance Method” Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in your account for the period. The average daily balance is calculated by adding the balance in your account for each day of the Period and dividing that figure by the number of days in the Period. Accounts with Minimum Balance Requirements: If you fail to maintain the minimum balance required to earn the dividend rate and annual percentage yield for any account as set forth in the Rate Schedule, then you will not earn the dividend rate and annual percentage yield for the period in which you do not meet this requirement.

**Accrual of Dividends.** Dividends will begin to accrue on the business day we receive provisional credit for the deposit of noncash items (e.g. checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account.

**Transaction Limitations for All Savings Accounts.** Limitations are set forth in the first Section of this Agreement entitled “Membership, Accounts and Account Services Agreement.” Additional Limitations for IRA Savings Accounts: You are solely responsible for complying with any requirements including transaction limitations and penalties for early withdrawal under the Internal Revenue Code or other applicable Federal or State law governing any IRA or other Credit Union accounts. Deposits are not limited. Transfers to a Credit Union IRA Certificate are subject to applicable law, the minimum balance requirements, and other restrictions applicable to the Certificate Account.

**Excessive Transaction Fees:** Limitations on the number of transactions and the fee as set forth in the Fee Schedule. Savings account transactions are limited to five (5) per month. Additional transactions during a month will cause a fee. Applicable fees are set forth in our Fee Schedule.

## TERM SHARE CERTIFICATE ACCOUNTS (SHARE CERTIFICATE AND IRA CERTIFICATE ACCOUNTS)

**Rate Information:** The dividend rate and annual percentage yield on your account are stated in the Rate Schedule and/or your Term Share Certificate. The annual percentage yield reflects the dividends to be paid on your account based on the dividend rate and the frequency of compounding for an annual period. For Fixed Rate Share Certificate(s) and Fixed Rate IRA Certificate Accounts the dividend rate and annual percentage yield are fixed and will be in effect for the term of the account. For Variable Rate Share Certificate(s) and Variable Rate IRA Certificate Accounts the dividend rate and annual percentage yield are variable and may change each dividend period based on the determination of the Credit Union's Board of Directors. The annual percentage yield assumes that dividends will remain on deposit until maturity. Any withdrawals will reduce your earnings.

**Compounding and Crediting:** Dividends will be compounded monthly unless at account opening you arrange for monthly dividend payments. Dividends will be compounded and credited as set forth in the Rate Schedule. The Dividend Period ("period") for each account is set forth in the Rate Schedule. The period begins on the first calendar day of the period and ends on the last calendar day of the period. 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 annual percentage yield. Funds withdrawn before the end of a dividend period may not earn dividends for that entire dividend period.

**Minimum Balance Requirements:** The minimum opening deposit required to open any Term Share Certificate Account is set forth in the Rate Schedule.

**Balance Computation Information:** Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

**Accrual of Dividends:** Dividends will begin to accrue on the business day we receive provisional credit for the deposit of noncash items (e.g. checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account. Once dividends are credited to a certificate account, it becomes principal. If you close your Certificate account before any dividend is credited, you will forfeit uncredited or unpaid dividends.

**Transaction limitations on Personal Certificates:** Once the account is opened, you may not make deposits 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.

**Transaction Limitations on IRA Certificates:** Withdrawals from principal may be allowed for IRA Certificate accounts if you have attained the age of 59 ½. A penalty will be charged if you have reached the age of 59 ½ and you withdraw the IRA certificate below the minimum balance or close the certificate. You may not make withdrawals of dividends from your account unless you arrange for monthly dividend payments at account opening. In addition to any other applicable limitations described in this Agreement, after a Term Account is opened, you may not make deposits into the account before maturity.

**Maturity Date:** Your account will mature on the date stated in your Certificate receipt or any Renewal Notice the Credit Union provides to you.

**Early Withdrawal For all Certificate Accounts:** You have agreed to leave the principal of this account on deposit for the full term stated in your

Certificate. If all or part of the principal is withdrawn before the maturity date, the Credit Union may charge you a penalty. Withdrawal of the principal amount of your Certificate may be made only with the consent of the Credit Union. Unless stated otherwise, owners of accounts with a stated term of 12 months or less shall forfeit an amount equal to up to ninety (90) days dividends on the entire principal amount when any withdrawal is allowed or the length of the term, whichever is less, when any withdrawal is allowed. Unless stated otherwise, owners of accounts with a stated term of twenty four (24) months shall forfeit an amount equal to up to 180 days dividends on the entire principal amount when any withdrawal is allowed or the length of the term, whichever is less, when any withdrawal is allowed. Unless stated otherwise, owners of accounts with a stated term of 33 months shall forfeit an amount equal to up to 270 days dividends on the entire principal amount when any withdrawal is allowed or the length of the term, whichever is less, when any withdrawal is allowed. Unless stated otherwise, owners of accounts with a stated term of 36 months shall forfeit an amount equal to up to 270 days dividends on the entire principal amount when any withdrawal is allowed or the length of the term, whichever is less, when any withdrawal is allowed. Unless stated otherwise, owners of accounts with a stated term of 48 months shall forfeit an amount equal to up to 360 days dividends on the entire principal amount when any withdrawal is allowed or the length of the term, whichever is less, when any withdrawal is allowed. Unless stated otherwise, owners of accounts with a stated term of 55 months shall forfeit an amount equal to up to 450 days dividends on the entire principal amount when any withdrawal is allowed or the length of the term, whichever is less, when any withdrawal is allowed. Unless stated otherwise, owners of accounts with a stated term of 60 months shall forfeit an amount equal to up to 450 days dividends on the entire principal amount when any withdrawal is allowed or the length of the term, whichever is less, when any withdrawal is allowed. The penalty may be calculated at the rate paid on the deposit at the time of the withdrawal. The penalty will, if necessary, be taken from the principal amount of the deposit. Any certificate redeemed prior to reaching the set penalty days established at time of opening, will forfeit all dividends earned plus principal to meet the required obligation. The Credit Union may grant a premature withdrawal request without penalty or with a reduced penalty in the event of the owner's death or legal incompetence; or if your account is an IRA account and the account is revoked within seven (7) days after the IRA Disclosure Statement is received; or when the account is an IRA account and the owner qualifies pursuant to applicable law.

**Partial Withdrawal:** No partial withdrawal will be permitted at any time that would result in a principal balance of less than the required minimum opening deposit.

**Renewal Policy:** 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 thirty (30) days of maturity that this certificate will not be renewed. In the latter case, upon maturity, the account will be converted to a regular savings account and receive earnings at the rate then paid on regular savings deposits. The rate of earnings for any renewal terms shall be at the rate the Credit Union is then offering on the same accounts in this class. 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 savings account. Your receipt will display your renewal option.

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

**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) When the account is an IRA and the owner attains age 59 ½ or becomes disabled. (4) If certificate is withdrawn within ten (10) 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 OF ALL ACCOUNTS

**Nature of dividends:** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period, thus dividends are not guaranteed. The Dividend Rate and Annual Percentage Yield set forth in the Rate Schedule are prospective rates and yields the Credit Union anticipates paying for the applicable dividend period.

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

**Limitations on Maximum Shares Held by One Member:** The Credit Union's Board of Directors may limit the maximum amount of shares one member may hold by resolution, which they may set or change from time to time.

**Transfer and Assignment:** This account may not be transferred or assigned without our prior written consent. Ownership of an account is not transferable without the written consent of the Credit Union. The Credit Union may, before giving its consent, use any of the funds in this account to repay any debt due it from any named account owner. Your accounts may be pledged to secure your existing or future obligations owed to the Credit Union.

**Fees and Charges:** The fees and charges set forth in the Fee Schedule may be assessed against your account(s).

**Par Value 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. The sum of your membership share shall be paid into and retained in your Base Savings or other appropriate account. The par value is not considered available for withdrawal; and does not show in your available balance. The par value can only be withdrawn for payment of your obligations to us and others.

**Transaction Limitation on All Accounts:** As a member, you may not withdraw any amount on deposit below the amount of their primary or contingent liability to the Credit Union if they are delinquent as borrower, co-maker, or guarantor, without the Credit Union's written permission. Further, if your account(s) are pledged to us to secure any loan obligation, then you must pay, or, with our permission, renew the loan before any principal or dividends may be withdrawn or transferred. If we allow you to renew a loan secured by such a pledge, you may be required to renew any pledged account or leave the funds on deposit with us until the loan is paid or we specifically release the funds.

**Principal Address:**

LGE Community Credit Union  
430 Commerce Park Drive  
Marietta, Georgia 30060

**Post Office Box:**

P.O. Box 1188  
Marietta, Georgia 30061-1188

**Website:**

[www.LGEccu.org](http://www.LGEccu.org)

**Main Number or Toll-Free Number:**

770-424-0060 or 1-800-541-8921

*\*After hours, you may call 1-866-677-7151 to report a lost or stolen Visa Debit card.*

**FACTS**

**WHAT DOES LGE COMMUNITY CREDIT UNION DO WITH YOUR PERSONAL INFORMATION**

**WHY?**

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

**WHY?**

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

- Social Security Number and Account Transactions
- Credit History and Credit Scores
- Payment History and Transaction or Loss History

**WHY?**

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

Reasons we can share your personal information	Does LGE Community Credit Union share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your accounts(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	Yes
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	Yes
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We Don't Share
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We Don't Share

**Questions?**

Call 1-800-541-8921 or go to [www.LGEccu.org](http://www.LGEccu.org).

**WHO WE ARE**

<b>Who is providing this notice?</b>	LGE Community Credit Union
--------------------------------------	----------------------------

**WHAT WE DO**

<b>How does LGE Community Credit Union protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
---	---

<b>How does LGE Community Credit Union collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ open an account or apply for a loan</li> <li>■ provide account information or show your driver's license</li> <li>■ make deposits or withdrawals from your account</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
---	---

<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information</li> <li>■ about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
---------------------------------------	---

<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.
---	--

**DEFINITIONS**

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Our affiliates include financial companies, such as LGE Insurance Services, LLC</i></li> </ul>
-------------------	---

<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>LGE Community Credit Union does not share with nonaffiliates so they can market to you.</i></li> </ul>
----------------------	---

<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>Our joint marketing partners include investment and insurance companies, such as LGE Investments &amp; Retirement Services (CUSO Financial Services) and Affinion Benefits Group.</i></li> </ul>
------------------------	--

**OTHER IMPORTANT INFORMATION**