

# MEMBERSHIP/SAVINGS SERVICES DISCLOSURES AND AGREEMENTS

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## 1. MEMBERSHIP/SAVINGS ACCOUNT AGREEMENT

**Membership Eligibility:** The individual designated as the “Member” on the account application/signature card hereby applies for membership in the Delta Community Credit Union (the “Credit Union”). Upon approval of his or her membership, the Member agrees to abide by the provisions of the Credit Union’s bylaws, to subscribe for one share in the Credit Union and pay a subscription price of \$5 into the Savings Account with the Credit Union. This subscription price of \$5 will be held and unavailable for use, for the duration of your membership, to secure your required membership share.

**Terms and Conditions:** The Member and all of the other individuals signing the account application/signature card (collectively the “Account Owners”), agree with the Credit Union that their Savings Account with the Credit Union (the “Savings Account”) shall be governed by the terms and conditions outlined below. Notice to one account owner constitutes notice to all.

The minimum initial deposit in the Savings Account is \$5. Dividends on funds in the account will be paid as established from time to time by the Credit Union’s Board of Directors. See the Disclosure Supplement for current information on account dividends and fees.

The use of the Savings Account is subject to other such terms, conditions and requirements as the Credit Union may establish from time to time. The Credit Union reserves the right to require at least seven (7) days, but not more than sixty (60) days prior written notice is provided before any withdrawal of funds from the Savings Account.

All non-cash payments received for deposit in the Savings Account will be credited subject to final payment.

**Savings and Money Market Account Limitations:** For your protection, the Credit Union may place a maximum on the dollar amount of cash withdrawals or Shared Service Center transactions you can make per day from any of your accounts, including Checking Accounts as set forth below in Section 2.

**Multiple Party Accounts:** If the Savings Account is a joint account, the Credit Union may recognize the signature of any of the account owners as owners of the Savings Account in transacting any business pertaining to the Savings Account. In the event of conflicting requests or instructions from the account owners, the Credit Union may in its discretion honor either request or instruction or it may in its discretion refuse to honor any request or instruction not made by all of the account owners. All funds in the Savings Account shall be owned by each of the account owners jointly, with right to survivorship, subject to the withdrawal or receipt of any of them, and payment to any of the account owners shall be valid and discharge the Credit Union from any liability for such payment.

**Overdrafts:** The Credit Union is under no obligation to pay a check which exceeds the balance of collected funds in the Money Market Account.

If checks are written or withdrawals are initiated for funds in excess of the Money Market Account balance and you (or, if this is a joint account, if either account owner) have an approved Overdraft Protection, Personal Line of Credit or a Visa® Account with the Credit Union, funds may be transferred to the Checking Account from any of the above named credit accounts to pay such checks and the amount transferred will be added to the credit account balance, not to exceed its approved limit along with an Overdraft Transfer Fee as disclosed in the Disclosure Supplement. The amount of the overdraft will be treated the same as a cash advance.

If drafts are written or withdrawals are initiated for funds in excess of the Money Market Account balance and an approved Overdraft Protection, Personal Line of Credit or Visa Account does not exist (or if the Credit Union chooses in its discretion not to use such credit account), you, (or, if this is a joint account, either account owner) will be liable to the Credit Union for the amount of such overdraft and the Credit Union may transfer funds from your (or, if this is a joint account, either account owner's) regular Savings Account or other special accounts with the Credit Union to pay such overdraft and assess an Overdraft Transfer Fee as disclosed in the Disclosure Supplement. The Credit Union reserves the right to charge you a Non-Sufficient Funds Fee (NSF) if you write a check or initiate an electronic transaction that, if posted, would overdraw your Savings Account or Money Market Account. Note that you may be charged an NSF fee each time a check or ACH is presented to us, even if it was previously submitted and rejected.

This Credit Union also reserves the right to charge you a fee for any item you cash or deposit (return deposited or cashed item) that is returned as insufficient funds. See Disclosure Supplement. In the event a deposited item is uncollectible, members agree to reimburse the Credit Union within five (5) business days for the full amount plus any applicable fees.

**Accounts of Minors:** We may require any account opened for a minor to be a multiple party account with a joint owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. If the joint owner is not the

minor's legal guardian, the guardian must consent to the opening of the account in writing. We may pay funds directly to the minor without regard to his or her minority. In the event of conflicting requests or instructions from the account owners, the Credit Union may in its discretion honor either request or instruction or it may in its discretion refuse to honor any request or instruction not made by all of the account owners. Unless a guardian or parent is a joint account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction.

**Credit Union Lien and Security Interest:** The Credit Union shall have, as security for the payment of all indebtedness now and in the future owing any of the account owners to the Credit Union (whether direct or indirect), a security interest in all amounts credited to the Savings Account and on all checks, drafts and other items delivered to the Credit Union for collection by, for, or through any of the account owners. The Credit Union, without prior notice or demand may charge any such indebtedness against the Savings Account whenever the Credit Union believes in good faith that the prospect of payment of such indebtedness is impaired and regardless of whether such indebtedness is then matured or unmatured. Failure of the Credit Union to exercise such rights of set-off shall not in any way lessen or impair the liability of any of the account owners upon such indebtedness.

We are authorized to exercise our right of setoff or security interest rights against the funds credited to your balance after your death. We have these rights even if a "payable on death" payee has rights to the account.

**Credit Union Liability:** If applicable law requires the Credit Union to disclose or provide to third parties or permit third parties to examine any records pertaining to this Savings Account, or any other business between the Credit Union and any of the account owners, Payable on Death (P.O.D.) payees or anyone claiming funds of deceased intestate members by affidavit, the Credit Union shall be relieved of any liability in connection with such disclosure or examination.

**Enforcement:** You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from any account without prior notice to you. If we bring legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

**Electronic Records:** To facilitate electronic commerce and to obtain the benefits of faster access to records, you acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain some original documents for any period of time. 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, right and obligations of the parties pursuant to any such records.

**Inactive Account:** If the total of your combined deposit account balances falls below any applicable minimum balance, and you have not made any transactions over a specified period, we may

classify your account as inactive, and charge an Inactive Fee. (See Disclosure Supplement). You authorize the Credit Union to transfer funds from any account to cover fee(s) and close your membership if the balance of all deposit accounts is zero.

**Dormant Accounts:** The Savings Account will be considered dormant if you have neither increased nor decreased the amount of the Savings Account, nor corresponded with the Credit Union regarding the Savings Account for a period of not less than five (5) years from the date on which the deposit first became eligible for withdrawal. You are responsible for notifying the Credit Union of any address or name change.

**Account Termination:** The Credit Union may terminate a Membership/Savings Account in accordance with the Credit Union Bylaws. The closure of a negative or mishandled Savings Account may be reported to check reporting services.

In the event a membership is terminated, the Credit Union has the right to remove that member from any other accounts at the Credit Union on which he/she may be a joint owner.

If a terminated member is the sole joint owner on a minor account, the Credit Union at its option may remove that individual from the account and request that a suitable replacement joint owner be designated. If a suitable replacement joint owner is not designated on the minor account within 14 days, the Credit Union may close the account.

You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services, or your liability on outstanding items or transactions. You further agree that we can terminate your membership and/or any account or service for cause based on any of the circumstances defined in this Agreement or as otherwise provided for in the Credit Union bylaws 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, of any of your account(s) or service(s), including but not limited to loan services; or we may place a freeze on any sums on deposit with us at any time without notice or require you to close your account(s)/ service(s) and apply for a new account(s)/ service(s) if: (1) there is a request to change the owners or authorized users; (2) there is a fraud/forgery or unauthorized use committed or reported; (3) there is a dispute as to ownership of any account or sum on deposit; (4) there are any share drafts that are lost or stolen; (5) there are returned unpaid items-transactions not covered by an overdraft plan agreement with us or any abuse of any such plan per our assessment thereof; (6) there is any misrepresentation regarding any account(s) or service(s); (7) the Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (8) if we believe you have been negligent in protecting any access devices or codes; 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; and/or (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/procedure. We, on our own accord, may place a stop payment on any share draft, item or transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for termination.

**Authorization to Obtain Credit Reports:** You hereby consent to permit the Credit Union to obtain your credit report periodically in order to (1) qualify you for additional products or services and (2) make special offers available to you.

You may withdraw your consent as described above by submitting a request in writing to: Delta Community Credit Union, Attn: Deposit Services, P. O. Box 20541, Atlanta, GA 30320-2541.

## 2. CHECKING ACCOUNT AGREEMENT

By signing the account application/signature card and checking the appropriate box, you authorize the Credit Union to establish a Checking Account for you. The Credit Union is authorized to pay checks signed by you or anyone else whose signature appears on the account application/signature card and to charge the payments against the Checking Account. You represent and warrant that this account will be used only for personal, family or household purposes.

**Terms and Conditions:** Only checks and other methods approved by the Credit Union may be used to withdraw funds from this Checking Account, and in the event any checks or other methods not approved by the Credit Union are used to withdraw funds from the Checking Account, the Credit Union shall not be responsible for any delays or errors made in processing and the Credit Union may impose fees listed on the Disclosure Supplement.

You acknowledge the responsibility for detecting unauthorized checks on the monthly statement, and understand any objection respecting any item shown on the statement shall be waived unless made in writing to the Credit Union on or before the sixtieth (60th) day following the day the statement is mailed or made available through the Credit Union's Online Statements service.

All non-cash payments received in the Checking Account will be credited subject to final payment.

Any funds in the Checking Account may not be used as specific collateral security for a loan notwithstanding the general pledge of deposits. Any funds desired as security must be transferred to a regular or other special Savings Account.

You understand your Checking Account may be closed by the Credit Union if there are more than two separate instances of overdrafts that must be sent back through the check clearing system within a twelve- month period. In addition, the Credit Union has the discretion to close a Checking Account at any time for any reason and report it as a mishandled account to check reporting services.

If you sign, stamp, or affix an endorsement to a check for deposit which is outside of the areas extending 1 1/2 inches from the trailing edge of a check, or if you otherwise present a check for deposit or issue a check which contains markings which adversely affect the ability of the Credit Union or another bank to endorse the check legibly as required by law, and return of the check is delayed because the Credit Union's or bank's endorsement is illegible, you agree to reimburse and hold the Credit Union harmless against any loss, expense and cost the Credit Union may incur. The trailing edge is defined as the left side of the check looking at it from the front.

We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees.

You authorize us to supply missing endorsements of any owners if we choose. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on them.

The use of the Checking Account is subject to such other terms, conditions and requirements as the Credit Union may establish from time to time.

It is hereby specifically stipulated and agreed that the terms and provisions of this agreement shall be construed in accordance with the laws of the State of Georgia, except in such instances where the laws of the United States of America are applicable.

**Multiple Party Account:** If your Checking Account is a joint account (signed by more than one person), the Credit Union may recognize the signature of any of the persons named as owners of the Checking Account in transacting any business pertaining to it, but in the event of conflicting requests or instructions from joint account owners, the Credit Union may in its discretion honor either request or instructions or it may in its discretion refuse to honor any request not made by all persons named as owners of the account. All funds in the Checking Account shall be owned by each of the account owners jointly, with right of survivorship, subject to the withdrawal or receipt of any of them, and payment to any of the account owners shall be valid and discharge the Credit Union from any liability for such payment.

**Overdrafts:** The Credit Union is under no obligation to pay a check which exceeds the balance of collected funds in the Checking Account.

If checks are written or other withdrawals are initiated for funds in excess of the Checking Account balance and you (or, if this is a joint account, if either account owner) have an approved Overdraft Protection, Personal Line of Credit or a Visa® Account with the Credit Union, funds may be transferred to the Checking Account from any of the above named credit accounts to pay such checks/withdrawals and the amount transferred will be added to the credit account balance, not to exceed its approved limit along with an Overdraft Transfer Fee as disclosed in the Disclosure Supplement. The amount of the overdraft will be treated the same as a cash advance.

If drafts are written or other withdrawals are initiated for funds in excess of the Checking Account balance and an approved Overdraft Protection, Personal Line of Credit or Visa Account does not exist (or if the Credit Union chooses in its discretion not to use such credit account), you, (or, if this is a joint account owner) will be liable to the Credit Union for the amount of such overdraft and the Credit Union

may transfer funds from your (or, if this is a joint account, either account owner's) regular Savings Account or other special accounts with the Credit Union to pay such overdraft and assess an Overdraft Transfer Fee as disclosed in the Disclosure Supplement. The Credit Union reserves the right to charge you a Non-Sufficient Funds fee (NSF) if you write a check or initiate an electronic transaction that, if posted, would overdraw your Checking Account. Note that you may be charged an NSF fee each time a check or ACH is presented to us, even if it was previously submitted and rejected.

This Credit Union also reserves the right to charge you a fee for any item you cash or deposit (return deposited or cashed item) that is returned as insufficient funds. See Disclosure Supplement. In the event a deposited item is uncollectible, members agree to reimburse the Credit Union within five (5) business days for the full amount plus any applicable fees.

**Courtesy Pay:** Is an additional overdraft service that provides a \$500 aggregate limit for your Checking Account. This will allow checks, Automated Clearing House (ACH) and Electronic Fund Transfer (EFT) items to be paid in the event the funds are not available at the time the item(s) are presented for payment. This service is generally available to Credit Union members who meet the following criteria: (1) have an active Checking Account open for more than 60 days with a positive balance, (2) have no Credit Union loan/Visa more than 30 days delinquent and (3) have no accounts restricted.

Courtesy Pay will be triggered when a transaction exceeds the available balance in your account. Note that the Courtesy Pay fee described in the Disclosure Supplement will be charged for each transaction which exceeds the available balance, even though the actual balance of the account may appear sufficient to cover the transaction.

To maintain the service you must make deposits sufficient to cover transactions and bring the account to a positive balance at least once every 30 days or less. The Credit Union has the right to delay availability of, or cancel Courtesy Pay anytime and without notice. We pay overdrafts at our discretion under the Courtesy Pay and Courtesy Pay Plus services. This means we do not guarantee we will always authorize and pay any type of transaction when there is not enough money available in your checking or designated overdraft protection accounts to cover the item.

This service requires no action on your part, unless you choose not to participate. You may opt-out of Courtesy Pay by calling 800-544-3328 or 404-715-4725.

For additional information on how Courtesy Pay works and the agreement governing the program, please refer to the Courtesy Pay Disclosures and Agreement found on our website, or contact us for a copy.

**Courtesy Pay Plus:** An optional service that provides overdraft coverage for everyday purchases made with your Delta Community Visa® Debit Card and ATM card. It is included in the \$500 aggregate limit for Courtesy Pay. Courtesy Pay Plus is available to qualified members who opt-in to this service.

Courtesy Pay Plus is available to Credit Union members who meet the following criteria 1) have an active Checking Account open for more than 60 days with a positive balance, 2) have no Credit Union loan/Visa more than 30 days delinquent and 3) have no accounts restricted. Members must also be enrolled in Courtesy Pay.

Courtesy Pay Plus will be triggered when a transaction exceeds the available balance in your account. Note that the Courtesy Pay fee described in the Disclosure Supplement will be charged for each transaction which exceeds the available balance, even though the actual balance of the account may appear sufficient to cover the transaction.

To maintain the service, you must make deposits sufficient to cover transactions and bring the account to a positive balance at least once every 30 days or less. The Credit Union has the right to delay availability of, or cancel Courtesy Pay Plus at any time and without notice. You may opt-in or opt-out of Courtesy Pay Plus at any time by calling 800-544-3328 or 404-715-4725.

For additional information on how Courtesy Pay Plus works and the agreement governing the program, please refer to the Courtesy Pay Disclosures and Agreement found on our website, or contact us for a copy.

**Postdated and Staledated Checks:** We are not obligated to cash a check that is presented more than six (6) months past its issue date. We may, however, pay any check drawn on your account without regard to its issue date unless you notify us to place a stop payment order on a check you postdated. See Stop Payment Orders.

**Stop Payment Orders:** You may request a stop payment by telephone, mail, or in person. The stop payment will be effective if the Credit Union receives it in time to act upon the order and you provide the account number, date, and the number of the item, its exact amount, and to whom it was issued. If information given is incomplete or inaccurate, the Credit Union will not be liable to you or any other party for payment of the item. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check and to assist us in any legal action. The Credit Union does not guarantee Stop Payment Orders on items processed by Merchant Electronic Check Policy. Merchant Electronic Check Policy is used by some retailers to convert checks to automated clearing house (ACH) items.

Stop payment orders are valid seven (7) years whether written, oral or electronic. The Credit Union does not guarantee Stop Payment Orders on duplicate check numbers. Fees for stop payment orders are set forth in the Disclosure Supplement.

**Restrictive Legends:** Delta Community will not honor or enforce restrictive legends on checks such as "Valid for 60 days" or "Void after 90 days."

**Credit Union Liability:** If applicable law requires the Credit Union to disclose or provide third parties or permit third parties to examine any records pertaining to this Checking Account, or any other business between the Credit Union and any of the account owners, Payable on Death (P.O.D.) payees or anyone claiming funds of deceased intestate members by affidavit, the Credit Union shall be relieved of any liability in connection with such disclosure or examination.

**Credit Union Lien and Security Interest:** The Credit Union shall have, as security for the payment of all indebtedness now or in the future owed by you to the Credit Union, a security interest in all amounts credited to the Checking Account and in all checks or other items now or hereafter delivered to the Credit Union for collection by, for or through the Checking Account, regardless of whether the



Checking Account is general or special or individual or joint, and the Credit Union may charge any such indebtedness against the Checking Account whenever the Credit Union believes in good faith that the prospect of payment of such indebtedness is impaired and regardless of whether such indebtedness is then matured or unmatured.

We are authorized to exercise our right of setoff or security interest rights against the funds credited to your balance after your death. We have these rights even if a "payable on death" payee has rights to the account.

**Death of Account Owner:** We may pay checks or honor payments of transfer orders authorized by the deceased member for a period of ten (10) days after the date of death unless we receive instructions from a joint account owner to stop payment on the checks or other payments.

**Enforcement:** You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from any account without prior notice to you. If we bring legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

**Electronic Records:** To facilitate electronic commerce and to obtain the benefits of faster access to records, you acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain some original documents for any period of time. 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, right and obligations of the parties pursuant to any such records.

**Account Termination:** The Credit Union may terminate a Membership/ Savings Account in accordance with the Credit Union Bylaws. The closure of a negative or mishandled share account may be reported to check reporting services.

### 3. CERTIFICATE OF DEPOSIT

This agreement is incorporated with the Certificate of Deposit Disclosure Supplement and the Certificate of Deposit. The account terms, conditions and penalties may vary according to certificate type.

**Multiple Party Accounts:** If the Certificate of Deposit Account is a joint account, the Credit Union may recognize the signature of any of the account owners as owners of the Certificate of Deposit Account in transacting any business pertaining to the Certificate of Deposit Account. In the event of conflicting requests or instructions from the account owners, the Credit Union may in its discretion honor either request or instruction or it may in its discretion refuse to honor any request or instruction not made by all of the account owners. All funds in the Certificate of Deposit Account shall be owned by each of the account owners jointly, with right to survivorship, subject to the withdrawal or receipt of any of them, and payment to any of the

account owners shall be valid and discharge the Credit Union from any liability for such payment.

**Accounts of Minors:** We may require any account opened for a minor to be a multiple party account with a joint owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. If the joint owner is not the minor's legal guardian, the guardian must consent to the opening of the account in writing. We may pay funds directly to the minor without regard to his or her minority. In the event of conflicting requests or instructions from the account owners, the Credit Union may in its discretion honor either request or instruction or it may in its discretion refuse to honor any request or instruction not made by all of the account owners. Unless a guardian or parent is a joint account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction.

**Credit Union Lien and Security Interest:** The Credit Union shall have, as security for the payment of all indebtedness now and in the future owing any of the account owners to the Credit Union (whether direct or indirect), a security interest in all amounts credited to the Certificate of Deposit Account and on all checks, drafts and other items delivered to the Credit Union for collection by, for, or through any of the account owners. The Credit Union, without prior notice or demand may charge any such indebtedness against the Certificate of Deposit Account whenever the Credit Union believes in good faith that the prospect of payment of such indebtedness is then matured or unmatured. Failure of the Credit Union to exercise such rights of set-off shall not in any way lessen or impair the liability of any of the account owners upon such indebtedness.

**Credit Union Liability:** If applicable law requires the Credit Union to disclose or provide to third parties or permit third parties to examine any records pertaining to this Certificate of Deposit Account, or any other business between the Credit Union and any of the account owners, Payable on Death (P.O.D.) payees or anyone claiming funds of deceased intestate members by affidavit, the Credit Union shall be relieved of any liability in connection with such disclosure or examination.

**Enforcement:** You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from any account without prior notice to you. If we bring legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

**Electronic Records:** To facilitate electronic commerce and to obtain the benefits of faster access to records, you acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain some original documents for any period of time. 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, right and obligations of the parties pursuant to any such records.

**Account Termination:** The Credit Union may terminate a Membership/Savings Account in accordance with the Credit Union Bylaws. The closure of a negative or mishandled share account may be reported to check reporting services.

#### 4. REGULATION CC “FUNDS AVAILABILITY” DISCLOSURE

Your Ability To Withdraw Funds From Your Checking Account At The Credit Union:

**General Policy:** Except as otherwise provided below, our policy is to make funds from your cash deposits available on the same business day of your deposit and make funds from your checks deposited at Credit Union branches available on the second business day after the date of your deposit. In either case, the first \$225 will be available immediately. Electronic direct deposits or wire transfers will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written.

Funds from deposits of cashier's, certified, teller's, travelers', and Federal, state, and local government checks will be available on the day of your deposit if the deposit meets certain conditions. For example, these checks must be payable to you (also see sections for when Longer Delays May Apply and New Accounts).

If your deposit is made at a Shared Service Center, a hold will be placed on the funds on checks greater than \$3,000. The first \$225 will be available immediately, and the remaining funds will be available on the second business day after the day of your deposit.

For determining the availability of your deposits, every day is a business day **except Saturdays, Sundays and Federal holidays.**

If you make a deposit on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a business day (other than Saturdays, Sundays and Federal holidays) we are not open, we will consider that the deposit was made on the next business day we are open. Special note: If you make a deposit in one of the Credit Union's drop boxes, funds are considered deposited on the day on which the deposit is removed from such facility and is available for processing.

**Deposits at Proprietary and Nonproprietary Automated Teller Machines:** If you make deposits (cash or any type of checks) at any automated teller machines (ATMs) identified as ours with the Delta Community Credit Union name, your deposit will be available on the second business day after the day of your deposit. If you make a deposit at an ATM that is not identified as ours with the Delta Community Credit Union name, your deposit will be available on the fifth business day after the day of your deposit.

**Longer Delays May Apply:** In some cases, we will not make all of the funds that you deposit by check available on the second business day. Depending on the type of check that you deposit, funds may not be available until the seventh business day after the day of your deposit. However, the first \$225 of your aggregate deposits will be available immediately.

If we are not going to make funds available, we will notify you at the time you make your deposit. We will also tell you when the funds

will be available. If your deposit is not made directly with one of our in-branch employees, or if we determine it is necessary to take this action after you have left the premises, we will mail you the “hold” notice as soon as possible after the determination is made.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

- We believe a check you deposited will not be paid.
- 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 communication or computer equipment.
- You deposit checks totaling more than \$5,525 on any one day.

Large deposit example: If you deposit a \$10,000 check, \$225 will be available on the day of deposit, \$5,300 will be available on the second business day after your deposit and the remaining \$4,475 will be available on the seventh business day after your deposit.

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. Generally, funds will be available no later than the seventh business day after the day of your deposit, depending on the type of deposit, balance, and where the deposit was made.

**Special Rules for New Accounts:** If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 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 day of your deposit if the checks meet certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the seventh business day after the day of your deposit.

Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

**Member Responsibility:** Even when we have already made funds available for withdrawal, you are still responsible for any problem with the deposit, such as the return of a deposited check.

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

## 5. ACH AND WIRE TRANSFER DISCLOSURE

You may initiate or receive credits or debits to your account via wire transfer or automated clearing house (ACH) transfer. Wire transfers are governed by Federal Reserve Regulation J if the transfer is

cleared through the Federal Reserve. ACH transfers are governed by the rules of the National Automated Clearing House Association (NACHA). In connection with your use of this service, the Credit Union notifies you of the following:

- The Credit Union may use Fedwire when acting upon your request (Fedwire is the funds transfer system owned and operated by the Federal Reserve Banks);
- Any subsequent financial institution may use Fedwire when carrying out your request; and
- The rights and obligations of you and the Credit Union in a wire transfer intended to carry out your request, any part of which is carried out through the use of Fedwire, are governed by Fedwire Regulation.

You agree that the Credit Union's security procedures, listed at the end of this disclosure, are commercially reasonable and that the Credit Union may use such procedures to detect an unauthorized request prior to acceptance and processing of your transfer request. You acknowledge that the Credit Union reserves the right to change its security procedures from time- to-time. You furthermore agree to be bound by any wire request whether or not authorized, issued in your or any joint account owner's name and accepted by the Credit Union in compliance with the aforementioned security procedures. You authorize the Credit Union to record electronically all telephone calls between the Credit Union and any person acting on your behalf, and to keep those recordings as long as the Credit Union considers it necessary. If the Credit Union's records about a wire transfer request are different than yours, the Credit Union's records will govern. Your request is considered accepted by the Credit Union when the Credit Union executes it.

You acknowledge that the Credit Union maintains deadlines for accepting wire transfer requests. If your request is received prior to the deadline it will be executed by the Credit Union that wire transfer business day. If your request is received after the deadline it may be executed the next wire transfer business day. You may not be able to cancel or amend a request after it is received by the Credit Union. However, the Credit Union may at its discretion use reasonable efforts to act on your request for cancellation or amendment. The Credit Union shall have no liability if such cancellation or amendment is not affected. Furthermore, you agree to indemnify and hold the Credit Union harmless from any and all liabilities, costs and expenses the Credit Union may incur in attempting to cancel or amend the wire transfer.

All wire transfers will be reflected on your periodic statement. In some cases the Credit Union will notify you in writing or electronically. If you think a domestic wire transfer is incorrect or need more information about a domestic wire transfer, you must contact the Credit Union in writing upon discovery of the error or within 60 days after you receive the first notice or statement which has a discrepancy, whichever is earlier. If you think an international wire transfer is incorrect or need more information about an international wire transfer, you must contact the Credit Union in writing within 180 days of the date of wire processing. Failure to do so will relieve the Credit Union of any obligation to compensate you for the amount of an unauthorized or erroneous wire transfer. The Credit Union may select any means for the transmission of funds which it considers suitable, including but not limited to the Credit Union's own internal systems or Fedwire.

The Credit Union is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power

failures, equipment malfunctions, suspension of payment by another bank, refusal or delay by another bank to accept the wire transfer, war, emergency conditions, fire, earthquake or other circumstances not within the Credit Union's control. The Credit Union shall exercise good faith and reasonable care in processing your wire transfers. You shall similarly exercise good faith and reasonable care in observing and maintaining security procedures, in communicating wire transfer requests to the Credit Union, and in reviewing periodic statements or notices for any discrepancies.

You are responsible for ensuring the accuracy of requests and the Credit Union has no duty whatsoever to verify the accuracy of requests, nor will it be liable for losses or damages arising out of requests containing erroneous information. The Credit Union shall be liable for your lost interest and expenses directly related to your request if the Credit Union fails to exercise ordinary care. The Credit Union is not liable in any case for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind or for the rejection of a request pursuant to the terms of this disclosure. Compensation for loss of interest or use of funds will be, at the Credit Union's option, in the form of an adjustment to your accounts to reflect the average balance on your account that would have resulted had no error or delay occurred, or by a direct credit to your account, not to exceed the Credit Union's actual cost of funds for the period and amount in question. The adjustment will be computed on a daily basis. You shall be liable for any loss or damage resulting from your breach of this disclosure or to which your negligence contributed, or which resulted from unauthorized, fraudulent or dishonest acts by you or your current or former joint account owner(s). Such liability includes instances when a current or former joint account owner affects one or more wire transfers to your detriment. You or the Credit Union may delay exercising their rights without losing them. In the event of litigation concerning the subject matter of this disclosure, the prevailing party's legal fees, court costs and other related expenses shall be paid by the other party. Except as provided, all written correspondence shall be addressed as follows:

**Delta Community Credit Union**  
**P. O. Box 20541**  
**Atlanta, GA 30320-2541**

**Incoming Wire Transfers:** You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for an ACH transfer, we may reverse the provisional credit to your account or you will refund the amount to the Credit Union. The cut-off time for receiving an in-coming wire transfer is 4 P.M. (EST/EDT).

**Outgoing Wire Transfers:** When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number as the proper identification, even if it determines a different party or institution. Unless otherwise agreed to in writing, you must pay the Credit Union the amount of the wire transfer, plus any applicable fees, before the Credit Union will execute your request. The Credit Union, subject to its then current security procedures, will execute wire transfers in accordance with requests from one of the account

owners, as indicated in the Credit Union's then current records, of the share account from which the funds will be drawn. Funds must be available in the share account specified in the request at the time the request is made. The Credit Union will not search for funds in Savings Accounts other than the one specified in the request. The Credit Union has a right to reject your request for an outgoing wire transfer for various reasons including, but not limited to, insufficient funds or insufficient collected funds in the share account specified in the request, the Credit Union's inability to execute the wire transfer for any reason set forth in this disclosure, or if the Credit Union is unable to verify the authenticity of your request in accordance with the security procedures listed at the end of this disclosure. The Credit Union will notify you by phone or mail if it rejects your request. Generally, the cut-off time for an out-going wire transfer is 4 P.M. (EST/EDT).

**Security Procedures:** All requests must be initiated in person, by telephone, facsimile or online at DeltaCommunityCU.com. The Credit Union will record or log all requests in person or by telephone. Requests made by facsimile or online are automatically logged and archived. The Credit Union performs additional verification checks for telephone initiated requests including but not limited to positive verification of specific account information on your member profile in our records. In addition, the Credit Union performs callback verifications on all facsimile or online requests to the telephone number(s) of your member profile in our records. An account owner must answer such callback and positively confirm the request to the Credit Union. Without such positive verification, the wire transfer request will not be completed by the Credit Union.

## **6. REGULATION E "ELECTRONIC FUND TRANSFERS" DISCLOSURE, ATM CARD, VISA DEBIT CARD, INTERACTIVE VOICE RESPONSE (IVR), ONLINE BANKING AND MOBILE BANKING SERVICES**

This disclosure contains important information regarding electronic fund transfer services you may obtain from Delta Community Credit Union (the "Credit Union"). These services may include Automated Teller Machine and IVR, Shared Service Center transactions, point of sale purchase transactions, pre-authorized regular direct payment, direct deposits, Online Banking and Mobile Banking transactions. You may also use information from your Checking Account to initiate a one-time electronic fund transfer from your account.

For purposes of these disclosures and agreements, the word "PIN" means personal identification number, "ATM" means automated teller machine, "POS" means point of sale purchase transaction, and "you" and "your" refer to all those signing the account application/signature card. Use of any of the services constitutes that you agree with the terms and conditions of the Electronic Fund Transfers Disclosure and the following agreements.

### **SERVICES AVAILABLE**

**ATM Card and Debit Cards:** Allows you to: transfer money between your Savings and Checking Accounts at an ATM; withdraw money from your Savings or Checking Account at an ATM; purchase travelers checks from certain ATMs with funds transferred from your Savings or Checking Accounts; make account deposits at ATMs which accept deposits; access Shared Service Center transactions including deposits, withdrawals, check cashing, account inquiries, transfers between your accounts, and loan payments; and pay for purchases from your Checking Account at places that have agreed to

accept the ATM Card and the Debit Card (POS transactions).

**Debit Card Foreign Transactions:** Purchases and cash advances (via a Visa® Debit Card) made in currencies other than U.S. Dollars will be converted to U.S. Dollars using 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. You agree to pay the converted amount, as debited from your account and detailed on your monthly statement.

**IVR:** Allows you to: determine the outstanding balance of any of your deposit or loan accounts at the Credit Union; determine if a particular check you have written within the most recent transactions has been paid by the Credit Union; obtain deposit, loan and payroll deduction history on relevant accounts; transfer funds between your accounts or to your loans at the Credit Union (see Savings Account Limitations); request advances against your Overdraft Protection, Visa or Home Equity and Personal Line of Credit; request a check withdrawal from savings via IVR; and activate and cancel the Credit Union Visa cards and make first mortgage loan inquiries.

**Online Banking:** Allows you to: determine the outstanding balance of any of your accounts at the Credit Union; determine if a particular check you have written within the most recent transactions has been paid by the Credit Union; obtain deposit loan and payroll deduction history within the most recent transactions involving the relevant account; transfer funds between your accounts or to your loan accounts at the Credit Union (see Transaction Limitations); and request advances against your Overdraft Protection, Visa or Home Equity and Personal Line of Credit. Additional services may be added to Online Banking.

**Mobile Banking:** Allows you to access your account securely at any time from just about anywhere. With Mobile Banking, you essentially have more control over your money because your account information is literally within reach whenever you need it.

Service functions include the ability to check your balance, pay a bill, transfer funds, receive account alerts, locate surcharge-free ATMs and Delta Community branch locations and view account transaction history. The Short Message Service (SMS) allows you to text short codes to receive account information quickly and safely. Apple iPhone and Android device users can download the Credit Union's Mobile Banking App for free.

**Pre-authorized Direct Payments and Direct Deposits:** By signing the necessary written authorization with the originating institution, you may arrange for the Credit Union to make regular direct payments from your Checking Account to the same person or company. You can also arrange to have regular direct deposits made to your account (for example, Social Security benefits).

**Limitations On Use – ATM, Debit Card with PIN and Shared Service Center:** For your protection, there are limits on the dollar amount of cash withdrawals or transfers you can make per day from your accounts. Since knowledge of these limitations might aid a thief or other unauthorized person in withdrawing or transferring money from your accounts, we are not disclosing these limitations here. We recommend that you speak with one of the Credit Union's employees for a confidential description for the limitations on ATM and Shared Service Center use.



**Statements, Receipts, Records:** Each time you use an ATM, Shared Service Center, or purchase goods or services through a POS terminal using your Debit Card, you will receive a receipt summarizing the transaction. Your monthly account statement will also show deposits, withdrawals or transfers from that account, or advances against your accounts (1) made by use of an ATM Card at an ATM or Shared Service Center and, (2) made by use of a Debit Card at a merchant location. Only balance inquiries made at an ATM will appear on your statement; those made at a Shared Service Center will not. If you use IVR or Online Banking in a telephone transaction with the Credit Union, you will not receive a separate receipt for that transaction. Rather, your monthly account statement will show any withdrawals, payments or transfers from or to those accounts or advances made against your Overdraft Protection, Visa or Home Equity and Personal Line of Credit. If you have arranged to have regular direct payments made from your account, your account statement will show all such payments made from your account during the month. If these regular payments vary in amount, the person you are going to pay should tell you 10 days before each payment when it will be made and how much it will be.

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person, company or government agency, you may call the Credit Union at 404-715- 4725 or 800-544-3328 to find out whether or not the deposit has been made. Your monthly account statement will show all pre- authorized direct deposits made to your account.

**Charges for Transactions:** An ATM transaction (such as a deposit, withdrawal, transfer or balance inquiry) will be deemed to have been made on the date that it is posted to your account by the Credit Union. All other charges for transactions in your account made with your ATM Card, Debit Card, the IVR and Online Banking will be at the same rates and in the same amounts (if any) as imposed by the Credit Union for transacting the same business personally with one of our tellers or by your use of a written check.

You will be charged a fee each time the Credit Union is required to notify the recipient of any direct payment from your account of a change in your account name, number or other information. The Credit Union's Truth in Savings Disclosure Supplement contains a listing of the current charges for Savings and Checking Accounts including the current fees for ATM, POS transactions, IVR, Online Banking and Online Bill Pay transactions.

In addition, you may incur a fee imposed by an ATM owner not holding your account, or by any national, regional, or local network used to complete the transaction.

**You should be aware that an ATM Card and PIN, a Debit Card and PIN, an IVR Access Code and an Online Banking Access Code will allow a joint owner transfer capability on all Accounts (deposit and loan accounts), including those accounts that are not jointly owned.**

**Liability for Unauthorized Transactions:** Tell us AT ONCE if you believe your ATM Card, Debit Card, PIN, IVR Access Code or Online Banking Access Code has been lost, stolen, or used without your permission, or if a direct payment has been made or may be made out of your account without your permission. Telephoning us is the

best way of keeping your possible losses down. You could lose all the money in your account (plus the maximum available credit under your Overdraft Protection, Visa, Home Equity or Personal Line of Credit, if any).

**ATM Card:** If you tell us of the loss, theft or unauthorized use within two (2) business days after you learn of the loss, theft or unauthorized use, you can lose no more than \$50. If you do NOT tell us within two (2) business days after you learn of the loss, theft or unauthorized use and we can prove we could have stopped someone from using your card or Access Code or from making a direct payment without your permission if you had told us, you could lose as much as \$500.

**Debit Card:** If a transaction is made with your card or card number without your permission, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or card. Your liability for unauthorized use of your card or account will be determined under the following paragraphs for transactions at ATMs, or if you were grossly negligent in the handling of your account.

If you tell us within two business days, you can lose no more than \$50 if someone used your card without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows electronic transfers that you did not make, tell us at once. If you do not tell us with 60 days after the statement was mailed to you or made available through the Credit Union's Online Statements service, you may not get back any money you lost after 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

**Visa Account Updater (VAU):** VAU is an account updating service in which your 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. The 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. This service is provided as a free benefit to you. If at any time you wish to opt-out of the VAU service or if you have any questions, please call 800-544-3328 to do so.

**Telephone and Address Disclosure:** If you believe your ATM Card or Debit Card has been lost or stolen, call the Credit Union at 404-715-4725 or 800-544-3328. If you believe your IVR Access Code has been lost or stolen or that someone has transferred or may cause the system to transfer money from your account without your permission, call the Credit Union at the above listed numbers. If your Online Banking Access Code has been lost or stolen or someone transferred money from your account without your permission, call 404-715-4725 or 800-544-3328. If the Credit Union is closed, you may change your access code through Online Banking, Account Maintenance, Change Access Code at [www.DeltaCommunityCU.com](http://www.DeltaCommunityCU.com). Or, write the Credit Union at Delta Community Credit Union, P.O. Box 20541, Atlanta, Georgia 30320-2541.

**Business Day Disclosure:** The Credit Union's business days are Monday through Friday, with the exception of holidays.

**Our Liability for Failure to Make Transfers:** If the Credit Union or Shared Service Center does not complete an ATM, POS, IVR or Online Banking transaction on time or in the correct amount according to its agreement with you, or fails to credit your account with a direct deposit on time or in the correct amount, or fails to make a pre-authorized direct payment from your account on time or in the correct amount, the Credit Union will be liable for your losses or damages. However, there are certain exceptions. The Credit Union will not be liable, for instance,

- If through no fault of the Credit Union, you do not have enough money in your account to make the transfer.
- If the transfer goes over the credit limit on your home equity, overdraft protection, personal line of credit or Visa credit account.
- If the ATM or Shared Service Center where you were making the transfer does not have enough cash or travelers checks.
- If the ATM or POS terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If the Credit Union's IVR system is not operating and you were informed of that when you telephoned it.
- If the Credit Union's Online Banking system has a disruption of service during a transaction.
- If circumstances beyond the Credit Union's control prevent the transfer or direct deposit despite reasonable precautions taken.

There may be other exceptions stated in our agreement with you.

**Account Information Disclosure:** The Credit Union may disclose information to third parties about your account or about the transfers you make for them: (1) where it is necessary for completing transfers to or from your account; (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (3) in order to comply with government agency or court orders; or (4) if you give us permission to do so.

**Stop Payment Disclosure Automated Clearing House (ACH)**

**Payments:** If you have told the Credit Union in advance to make an ACH payment out of your account, you can stop a payment. Call the Credit Union at 404-715-4725 or 800-544-3328 or write the Credit Union at P.O. Box 20541, Atlanta, Georgia 30320-2541 in time for the Credit Union to receive your stop payment request three (3) business days or more before the payment is scheduled to be made. The Credit Union may require you to sign an affidavit. There will be a charge for each stop payment order given as disclosed in our Truth in Savings Disclosure Supplement. If you order the Credit Union to stop one of these payments three (3) business days or more before the transfer is scheduled to occur and the Credit Union does not do so, the Credit Union may be liable for your losses or damages.

**In Case of Errors or Questions About Your Electronic Fund Transfers, Pre-Authorized Direct Deposits or Payments:**

Telephone us or write us at the address above as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we send you the first statement or make it available through the Credit Union's Online Statements, on which the error or problem appeared.

1. Advise us of your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
3. Advise us of the dollar amount of the suspected error. If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days in case of a transfer resulting from a POS transaction or a transfer initiated outside of the United States) to investigate your complaint or question. If we decide to do so, we will recredit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not recredit your account. Claims of errors for new accounts—opened within the last 30 calendar days—shall be given provisional credit within 20 business days. We may take up to 90 days to complete our investigation. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**Debit Card:** If you report unauthorized use of your Debit Card, we will give you provisional credit for the amount of the unauthorized use within five (5) business days after you receive notice of the unauthorized use.

## 7. ADDITIONAL TERMS AND CONDITIONS

You, the member, by using or permitting the use of your ATM Card and PIN, Debit Card, IVR Access Code, or Online Banking service, and the Credit Union, by issuing to you an ATM Card and PIN, Debit Card, IVR Access Code and/or Online Banking service agree as follows:

1. You may make or permit others to make withdrawals or transfers from, deposits to, and request loan advances against your deposit or loan account(s) with the Credit Union (“account”) by means of your ATM Card and PIN, Debit Card, IVR access and/or Online Banking, and except as herein provided, such withdrawals, transfers, deposits, loan advances shall be governed by the terms and conditions set forth in all other agreements between you and the Credit Union governing the account. The Credit Union reserves the right in its discretion to modify, delete or add to the types of services you may obtain by use of your ATM Card and PIN, Debit Card, IVR and/or Online Banking.
2. The Credit Union may charge the account for money withdrawn, or transferred therefrom or advanced thereagainst, and credit the account for items deposited therein by use of your ATM Card and PIN, Debit Card, IVR and/or Online Banking, and except as provided in paragraph 4 below, any charges against the account for money withdrawn or transferred therefrom or advanced thereagainst by use of your ATM Card and PIN, Debit Card, IVR

and/or Online Banking shall be liable to the Credit Union for the amount, if any, by which money obtained from the Credit Union by use of your ATM Card and PIN, Debit Card, IVR and/or Online Banking exceeds the balance of collected funds in the account.

3. If the account is a joint account, the Credit Union is authorized to recognize the ATM Card and PIN, Debit Card, IVR and/or Online Banking of either joint account owner in the payment or transfer of funds from or the transaction of any business with respect to the account, and except as provided in paragraph four (4) below, any charge against the account for money withdrawn or transferred therefrom or advanced thereagainst by use of the ATM Card and PIN, Debit Card, IVR and/or Online Banking or either joint account owner shall be valid and discharge the Credit Union from liability.
4. Subject to any limitations imposed by federal law (including the Electronic Fund Transfers Act and the Federal Reserve Board's Regulation E), you shall be liable and the Credit Union may charge the account for any unauthorized withdrawals or transfers from or advances against the account made with your ATM Card and PIN, Debit Card, IVR and/or Online Banking. See Liability for Unauthorized Transactions section for the handling of unauthorized transactions.
5. The Credit Union shall be entitled at any time to discontinue your access to the account by use of your ATM Card and PIN, Debit Card, IVR and/or Online Banking. If you have more than one account with the Credit Union, the Credit Union shall be entitled to at any time to discontinue your access to any such accounts by use of your ATM Card and PIN, Debit Card, IVR and/or Online Banking. Your ATM Card and PIN, Debit Card, IVR and/or Online Banking service are the property of the Credit Union and will be surrendered to the Credit Union by you on demand. The Credit Union may amend this agreement at any time at its discretion without prior notice to you. Without limiting the foregoing, the Credit Union may cancel your ATM Card and PIN, Debit Card, IVR or Online Banking (or the Credit Union may refuse to reissue same) if the Credit Union determines that you have negligently or recklessly used or failed to safeguard your ATM Card and PIN, Debit Card, IVR Access Code or Online Banking Access Code, (for example, by writing your PIN on the ATM Card, Debit Card, or on another document contained in your purse or wallet).
6. Any traveler's checks purchased by you by use of your ATM Card or Debit Card shall be purchased subject to the terms of your agreement with the travelers checks issuer and the Credit Union is hereby authorized to charge the account for each purchase and any fees incidental thereto.
7. Each time your Debit Card is properly used at a POS terminal, you authorize the Credit Union to debit your account for the total amount indicated on any debit advice originated by use of your Debit 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. No cash refunds will be made on purchases made by using your Debit Card. The Credit Union will not be responsible for any claim you may have against any business establishment with respect to property or services purchased by use of the Debit Card. Any such claim must be directed to the business establishment that accepted your Debit Card. The Credit Union will not be responsible for any claim you have against any business establishment for refusing

to honor your Debit Card. You may not stop payment with respect to any transaction originated by use of your Debit Card. The Debit Card is a product of the Visa Corporation; therefore, it is covered by all the security features and safeguards that Visa provides.

8. A Visa Debit Card may not be used for any illegal transaction.
9. Purchases (via a Visa Debit Card) made in currencies other than U.S. Dollars will be converted to U.S. Dollars under regulations established by Visa and may include a margin and/or fees charged directly by Visa. Conversion to U.S. Dollars may occur on a date other than the date of the transaction; therefore, the conversion rate may be different from the rate in effect at the time of the transaction. You agree to pay the converted amount plus any charge for conversion or proceedings that may be imposed.
10. When you pay for purchases or bills with a check, you may authorize your check to be converted to an electronic funds transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees.
11. Online Banking transactions will not be permitted from IP addresses of Office of Foreign Assets countries.
12. Use of Biometrics/Fingerprints: The Credit Union may provide access to your accounts and services through the use of fingerprints or other biometrics. If you elect to use such biometrics, you agree to cooperate with the Credit Union in implementing any new technology required to maintain these services. Biometric technologies may be used for authentication. A biometric identifier measures an individual's unique physical characteristics and compares it to a stored digital template for authentication. A physical characteristic can be a thumbprint, fingerprint, facial recognition or iris pattern. A biometric identifier can be used as a single or multifactor process.

When you enable biometric access every person with an enrolled fingerprint on your accounts, services, or devices 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 expands the number of persons who have access to your accounts 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 biometric access, the Credit Union relies on your representation that anyone with a registered biometric has proper authority.

Touch ID, a service provided by Apple IOS, allows you to use your fingerprint to login securely instead of entering your user ID and password. When Touch ID authenticates a fingerprint registered to your device, a secure token is exchanged with the Credit Union's Mobile App to permit access. The Credit Union never receives or sees your fingerprint information. Your user ID and password will not be stored on this device. For information on how Apple protects your fingerprint and Keychain data, please see Apple's Privacy Policy and iOS security guides. Your continued use of your account constitutes acknowledgment and acceptance of and affirmative consent to the revised Member/Savings Services Disclosures and Agreement.

## 8. SAFETY TIPS WHEN USING AN ATM

An ATM Card or Debit Card is a convenient and easy way to withdraw cash, check personal account balances, pay for purchases and more. As with any financial tool—check, credit cards or cash— security is everyone's concern. Here are a few safety tips to keep in mind that may protect you and your ATM Card or Debit Card.

### **Personal Safety**

Park your car near the ATM in a well-lighted area. Minimize your time spent at a machine. Have your card ready and all forms filled out when you approach an ATM. Once you have completed your transaction, put your card, cash and receipt away and move away from the machine.

Always be alert and aware of your surroundings. Don't use an ATM if the lights are not operating or you see suspicious persons near the machine. If you have any doubts, fears or concerns postpone your banking or go to another location.

When using a drive-up ATM, be sure all windows but the driver's are closed and the doors are locked. Keep your engine running and be aware of any individuals loitering on foot or in nearby cars.

If you sense someone crowding you or attempting to view your transaction, cancel the transaction and leave the location. Guard against others observing you key in your PIN at the ATM. Use your body to shield the keyboard.

If you must use an ATM after dark, consider having someone accompany you.

Report all ATM-related crimes to your financial institution and local police.

### **Account Safety:**

Keep your secret code (PIN) a secret. Your card will only work with your secret code. Never write it on your card or store it in your wallet.

Never tell your code to anyone and never let someone else enter your secret code for you. Someone you trust today may not be trustworthy tomorrow.

Keep your card in a safe place. Protect it as you would cash or credit cards. If it is lost or stolen, contact the Credit Union immediately.

Be sure you take your ATM receipt with you. Important account information may be printed on the receipt so don't leave it in the machine or on or near the ATM.

Never give information about your card or account to strangers or inquirers on the telephone.

Don't fall for "con" games. If anyone asks you to withdraw money for any reason, leave the area at once and notify the Credit Union immediately. Keep your receipts and inspect your banking statement monthly. Report all suspicious or unauthorized transactions immediately.

## 9. USA PATRIOT ACT COMPLIANCE NOTIFICATION

Important Information Concerning Procedures for Opening a New Account at Delta Community Credit Union

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or another form of identification.

## 10. CONSENT TO CONTACT

You agree that we and/or our subsidiaries and third-party debt collectors may contact you by telephone or text message at any telephone number associated with your membership, including wireless telephone numbers (i.e. cell phone numbers), which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as proscribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages and/or use of an automatic dialing device. You may withdraw the consent to be contacted at your wireless telephone number(s) at any time (i) by written notice to us at Delta Community Credit Union, Attention: Deposit Services, P.O. Box 20541, Atlanta, GA 30320-2541, (ii) by email to [Personal.Deposits@DeltaCommunityCU.com](mailto:Personal.Deposits@DeltaCommunityCU.com), (iii) by telephone at (404) 715-4725 or (iv) by any other reasonable means. Your withdrawal of consent will not affect certain fraud-related calls, alerts and/or messages, but may lead to service issues if we are unable to call you on your wireless telephone number(s) for routine account maintenance. If you have provided or provide wireless telephone number(s) to us in connection with your account(s), you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) that you provide to us. You agree to indemnify us and our subsidiaries and third-party debt collectors, and hold us and our subsidiaries and third-party debt collectors harmless from and against any and all losses, claims, damages, liabilities, costs or expenses (including any attorneys' fees) that arise out of your breach of any of the foregoing representations and agreements.

## 11. CHOICE OF LAW

You agree that this agreement and your membership with the Credit Union, including all of your accounts with and obligations to the Credit Union, and all disputes that arise out of or are in any way related to your membership with the Credit Union shall be governed exclusively by the laws of the State of Georgia, without regard to its choice of law



principles or rulings, unless a separate written agreement between you and the Credit Union specifically states that the laws of another state shall apply to such agreement (e.g., loans secured by real estate in another state). You further agree to the personal jurisdiction and venue of the state and federal courts in Atlanta, Georgia in connection with any such dispute and waive any objection to such jurisdiction or venue.

## 12. ARBITRATION AND WAIVER OF CLASS ACTION

You and the Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or, a copy of the Rules can be obtained at any Credit Union branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN MAGISTRATE COURT JURISDICTION, SOMETIME REFERRED TO AS SMALL CLAIMS COURT, SO LONG AS THE CLAIM REMAINS IN MAGISTRATE COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue.

This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims court.

**1. Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of matters at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on

a substitute forum, then you can select the forum for the resolution of the Claims.

**2. Effective Date.** This Arbitration Agreement is effective upon the 31st day after we provide it to you (“Effective Date”), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below.

**3. Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of injunctive relief that could be awarded by a court. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator’s award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator’s award is not subject to review by the court and it cannot be appealed. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys’ fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorneys’ fees. Conversely, if the Credit Union prevails, then you will not be required to pay its attorneys’ fees and costs. Nothing contained in this Arbitration Agreement shall prevent either you or the Credit Union from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

**4. Class Action Waiver.** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

**5. Severability.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

**6. Right to Opt-Out.** You have the right to opt-out of this Arbitration Agreement and it will not affect any other terms and conditions of your Membership/Savings Services Disclosures and Agreements or your other agreements and your relationship with the Credit Union. To opt out, you must notify the Credit Union in writing of your intent to do so within 30 days after the Arbitration Agreement was provided to you. Your opt-out will not be effective and you will be deemed to have consented and agreed to the Arbitration Agreement unless your notice of intent to opt out is received by the Credit Union in writing to Delta Community Credit Union, Attn: Legal Department, 3250 Riverwood Parkway, Atlanta, GA 30339, or email to Legal@DeltaCommunityCU.com within such 30 day time period. Your notice of intent to opt out can be a letter that is signed by you or an email

sent by you that states “I elect to opt out of the Arbitration Agreement” or any words to that effect.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA’s website, [www.adr.org](http://www.adr.org), OR call AAA at **(800) 778-7879**.

