

**ALABAMA ONE CREDIT UNION  
MASTER ACCOUNT AGREEMENT  
FOR BUSINESS ACCOUNTS**  
(Not Transferable as defined in 12 CFR Part 204)

**This document contains the rules, terms, and conditions which govern your accounts with ALABAMA ONE CREDIT UNION . Please read this document carefully. You are urged to keep a copy of this document. Please call us if you have any questions.**

Name of Business Entity: \_\_\_\_\_ Account Number: \_\_\_\_\_  
(“Company”)

State of Organization or Incorporation: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Taxpayer ID#: \_\_\_\_\_

**Definitions:** The definitions contained herein apply to this agreement and to each applicable Account Agreement and Signature Card. The paragraph headings are for convenience only and do not form a part of the Account Agreement. In the Account Agreement, the plural shall also mean the singular, the masculine shall mean the feminine, and vice versa. The terms defined in this paragraph shall have the following meanings: The term “Company” means the business entity identified, described and defined in the applicable Account Agreement and Signature Card. The words "you" and "your" shall refer to the Company. The term "Depositor" means any person making a transaction related to your Account. The terms "Credit Union," "we," "us" and "our" mean **ALABAMA ONE CREDIT UNION**. The term “Authorized Person” means any person who signs the Company’s Account Agreement or this Master Account Agreement or whose name appears on the Signature Card with respect hereto, as the said Signature Card may be amended from time to time. The word "account," when used alone, may have various meanings, but, the term "Deposit Account" means any account which is primarily a purchase of shares in the Credit Union and not a source of credit. The term "Agreement" means this Master Account Agreement, including changes and amendments; the Company’s Account Agreement; the Rate and Fee Schedule and disclosures; the Waiver of Right to Trial by Jury and Binding Arbitration Agreement, your Signature Card(s) and any similar documents. The term "Signature Card" means the signature card(s) you sign for particular Deposit Accounts with us. The term "Item" means share drafts, checks, drafts, or any other negotiable instruments. The term "Statement" when used alone means a periodic statement of account or items notifying the Company of activity in its Deposit Account(s). "Overdraft Protected Account" means any Deposit Account with an approved overdraft source from the share Account. The term "Debit Card" means ALABAMA ONE CREDIT UNION Debit Card, and any duplicates and renewals we issue. "ATM" means the automated teller machines available for your use. "PIN" means the personal identification number given to an Authorized Person or which such Authorized Person selects which you must use together with any other requirements established by the Credit Union. “Telephone response system“ means ALABAMA ONE CREDIT UNION

telephone response system. "Card" and "Access Device" mean ALABAMA ONE CREDIT UNION debit and ATM access device and any duplicates and renewals we issue.

**Agreement:** By signing this Master Account Agreement, and pursuant to the corporate resolution certified below, the Company applies for membership in ALABAMA ONE CREDIT UNION, establishes a Deposit Account for the Company and other accounts as the Company deems necessary, agrees to conform to ALABAMA ONE CREDIT UNION by-laws and amendments thereto, copies of which are available to you, and to subscribe for at least one share. The Deposit Account shall be subject to the terms of this Master Account Agreement and any other account shall be subject to the terms as established by the account agreement or certificate agreement which establishes the account(s). All accounts will be subject to the provisions of this Master Account Agreement between Company and **ALABAMA ONE CREDIT UNION**. The Company represents and agrees that this Master Account Agreement and all accounts of the Company are established and shall be used solely for commercial, corporate, agricultural or other business investment or venture purposes, and are not established and shall not be used for personal, family or household purposes.

You agree that the terms set forth herein and/or on the Signature Card(s) and/or on the Rate and Fee Schedule contain the terms of the various types of Deposit Accounts and services offered and shall govern your use of such Deposit Accounts and services. This agreement amends, replaces and supersedes any prior agreements. The Company accepts and agrees to abide by the terms and conditions set forth in this Master Account Agreement. This Master Account Agreement and any specific Signature Card constitute the entire Agreement between the parties. There are merged herein all prior and collateral representations, promises, and conditions in connection with the subject matter hereof. Any representation, promise, or condition not incorporated therein is unenforceable.

To the extent that the terms contained in this Agreement are different than those in any other agreement or terms of Deposit Accounts, this Agreement shall control and be deemed to modify such other agreements or terms of Deposit Accounts. Each Deposit Account is subject to such other items, conditions, rules and requirements as the Credit Union's Board of Directors may establish from time to time. Our Board of Directors may amend these terms, conditions, rules and procedures from time to time. We will notify the Company of such changes as required by law. The changes will be effective on the date that the Board specifies or as otherwise required by law. Unless waived in writing by the Credit Union, no person shall be eligible for membership who has caused the Credit Union a loss of principal or interest. To the extent that any right to membership in the Credit Union may exist, you waive the right to continued membership in the Credit Union in the event you cause the Credit Union a loss. You agree that without notice and where permitted by law, we may set off any funds in your account(s) which may be subject to the right of setoff under Federal and/or state law against 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 person's right to withdrawal. The Credit Union has a statutory lien on all shares and dividends held in any account(s) from which the Company may make withdrawals in the event of a failure to satisfy any outstanding financial obligation due and payable to the Credit Union, and the Credit Union may do this without any further notice to you regardless of who contributed the funds to the account. The Credit Union's share lien may be enforced without obtaining a court judgment as permitted by law.

All deposit and loan accounts must be applied for and are subject to approval. By applying for an account or service, you authorize the Credit Union to obtain and use information from credit reporting agencies and check verification companies in establishing and maintaining your account. You must provide us with daytime and evening phone numbers. If your mailing address is a post office box, you must also provide us with your physical address. You must provide two forms of identification acceptable to the Credit Union and proof of your social security number or tax identification number to open any Account. If the Credit Union deposits any amount in your account(s) which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of the Credit Union's liability to the federal government from any account from which you have the right to withdraw. Deposit Accounts are federally insured by the National Credit Union Share Insurance Fund subject to federal laws and regulations.

**Authorized Persons:** The Company agrees with the Credit Union that any of the Authorized Persons may transact any business on behalf of the Company on any account including, but not limited to, depositing funds and withdrawing funds by any available means by which funds are withdrawn from the Credit Union, opening accounts of any kind for the Company, issuing stop payments, endorsing all drafts, certificates, checks or any paper or other instruments and transacting any business with the Credit Union necessary to carry out the purpose and function of any or all accounts. The Company agrees further that the designation of Authorized Persons shall remain in full force and effect until the said designation shall be revoked, changed or amended by the submission from the Company of a new Signature Card with resolution certified to the Credit Union under the Account Agreement.

The Credit Union is hereby authorized and directed to honor, pay and charge to the accounts of the Company any checks, drafts, notes or other orders for payment, withdrawal or transfer of funds or money deposited to the account or to the credit of the Company and any instructions regarding the same, and any authorizations for the transfer of funds between different accounts of the Company, whether oral, by phone or electronic means without inquiry as to the circumstances related thereto and for whatever purpose or to whomever payable, including requests for conversion of the same into cash as well as for deduction from and payment of cash out of any deposit, and whether or not payable to, endorsed or negotiated by or for the credit of any Authorized Person signing the same or any other officer, agent or employee of the Company, when signed, accepted, endorsed or approved as evidenced by original or facsimile signature by any Authorized Person.

Each Authorized Person is hereby authorized on behalf of the Company and in its name to endorse for deposit with the Credit Union, whether in demand or time accounts, or for negotiation or collection, any and all checks, drafts, notes, certificates of deposit or other instruments or orders for the payment of money payable to the Company, which endorsement may be in writing, by stamp, or otherwise, with or without designation or signature of the person so endorsing, it being understood that on all such items all prior endorsements are guaranteed by the Company, irrespective of the lack of an express guarantee in the endorsement of the Company.

The Company authorizes the Credit Union to pay any instrument or make any charge and also to receive the same from the payee or other holder without inquiry as to the circumstances of issue or the disposition of the proceeds even if drawn to the individual order of any signing person or payable to such financial institution or others for his account or tender in payment of his individual obligations whether drawn against the account in the name of this Company or the name of any Authorized Person related to this Company as such.

The Company assumes full responsibility and holds harmless the Credit Union for any and all payments made or any other actions taken by the Credit Union in reliance upon the signatures, including facsimiles thereof, of any Authorized Person identified as such on any signature card(s) delivered by the Company to the Credit Union from time to time, regardless of whether or not the facsimile signature was unlawful or unauthorized and regardless of by whom or by what means the purported signature or facsimile signature may have been affixed to the instrument if such signatures reasonably resemble the specimen or facsimile signatures as provided to the Credit Union, or for refusing to honor any signatures not provided to the Credit Union, and that the Company agrees to indemnify the Credit Union against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by the Credit Union resulting from or arising out of any such payment or other action.

The Company approves and ratifies any and all acts committed by any Authorized Person with regard to any and all accounts. The Company also authorizes the Credit Union to pay drafts, checks, notes, orders or withdrawals or to receive the same for credit or in payment for the payee or any other legal holder when so signed, without inquiry as to the circumstances of the disposition of their proceeds, whether drawn to the individual order or tendered in payment of individual obligations of an Authorized Person. You agree that any action by any Authorized person shall constitute action by you.

**Deposits and Endorsements:** If any Item deposited in an Account is returned unpaid, you are liable to the Credit Union for the amount of the returned item and any charges, regardless of who deposited the Item or benefited from the transaction. We shall not be obligated to notify you that an Item has been dishonored or not otherwise collected. We will not be responsible for recognizing any conditions of payment contained on an Item deposited to or drawn on an Account, including, but not limited to, restrictive indorsements or postdated Items. If you make a deposit or payment at an unstaffed depository, you agree that the correct amount in the event of discrepancy between a written receipt or deposit slip will be the amount that we find in the envelope used to make the transaction. All transactions received after **5:15 PM or on a day we are not open for business will be treated as if received on the next business day we are open.**

All non-cash items credited to this Deposit Account shall be credited conditionally, subject to final payment, and such items may be charged back to any Deposit Account in which you have an ownership interest or you have the right to withdraw until the proceeds thereof in money (U.S. Dollars) have been actually received by us. If the Credit Union is unable to collect an Item deposited to your Deposit Account, the Credit Union may obtain a refund from you or charge back any credit given to you. You authorize the Credit Union to supply any endorsement for you on any Item or other instrument tendered for your Deposit Accounts. You agree to indemnify the Credit Union of any liability in connection with collection of such items. The Credit Union shall not be liable for acts of our

agents, subagents or others, or for any casualty. You agree to indemnify us from any loss due to an endorsement or other writing being placed on an Item in an incorrect manner or placed under the Federal Reserve's Regulation CC or other applicable laws or rules before it is accepted for deposit. The Credit Union will only be responsible for recognizing the identification of the drawer, payee and drawee Credit Union, bank or other financial institution on an Item deposited to the Deposit Account, the amount of the Item, and information contained in the magnetic coding of the Item. The Credit Union will not be responsible for recognizing any other information on the Item, including, but not limited to such notices as "Deposit after (a specified length of time)" or other condition of payment. If any Item deposited in the Deposit Account is returned unpaid, you agree that each of you will be liable to the Credit Union for the amount of the returned Item and any charges, regardless of who deposited or cashed the Item or benefited from the transaction.

**Direct Deposits:** We may offer direct deposit options allowing you to pre-authorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or transfers from your Accounts with us. You must authorize any such deposits or transfers by a separate authorization form. If you wish to cancel the direct deposit or pre-authorized transfer option, you must notify the Credit Union at least 30 days prior to the next scheduled date for any direct deposit or pre-authorized transfer. If you fail to cancel any direct deposit authorization upon a filing of bankruptcy, you agree that we may make and apply direct deposits in accordance with your authorization on file with us. If, in connection with a direct deposit plan, we deposit any amount in your Account by mistake, you authorize us to deduct the amount from your Account without prior notice and at any time.

**Electronic Storage of Documentation and Electronic Signatures:** You agree that it is unnecessary for the Credit Union to retain the original of any document. You agree that the electronically stored image of any document is the original of that document, and that any document provided to you to take with you is a copy of that document. You agree that no pen-upon-paper signature is necessary to authenticate your agreement with any document which is retained by the Credit Union, but that the Credit Union may rely upon an electronic version of the signature of any Authorized Person. You agree that the Credit Union may obtain the signature of any Authorized Person by the use of an electronic device upon which an Authorized person inscribes such person's signature or by the use of a Personal Identification Number (PIN) which may be recorded and stored with or upon the electronically stored image of any document relevant to this Agreement.

**Night Deposits:** You agree that all deposits made in the Night Depository will be contained in an envelope. Each envelope placed in the Night Depository shall contain only non-cash Items properly endorsed to deposit in your Deposit Account, along with a deposit ticket showing the contents of the envelope. **You agree never to place cash into the Night Depository and that if cash is placed into the Night Depository that it may never be credited to your account and you fully assume the risk of any loss.** The Credit Union will open the Night Depository on the Credit Union's first Business Day following the deposit of the envelope(s) in the Night Depository. The Credit Union will open your envelope(s), check the contents thereof, and credit your Deposit Account for the amount contained therein. The accounting of the contents of the envelope(s) is processed under dual control by the Credit Union and shall be conclusive as to the amount to be credited to

your Deposit Account. The Credit Union reserves the right to withdraw the Night Depository from use at any time without notice, and to revoke the privilege of any of you to use the Night Depository facilities of the Credit Union. If the Credit Union revokes Night Deposit privileges, it will mail notice to the address contained in its Deposit Account records. The Credit Union and its agents shall not be responsible or liable for any loss resulting from any transaction involving a Night Depository and/or damage to any Item placed into the Night Depository, and/or any loss resulting from the Credit Union's withdrawal of the Night Depository from use, and/or from the operation or condition of the Night Depository, and/or any loss occurring to property placed or left in the Night Depository in violation of this agreement, unless such damage or loss is caused by the Credit Union's gross negligence or deliberate malfeasance. The Credit Union is not responsible for providing any security measures or safeguards for users of the Night Depository. Use of the Night Depository is solely at your risk. The Credit Union and its agents shall not be responsible or liable for any loss to you due to robbery, theft, vandalism or any other reason.

**Disputes and Account Termination:** We have the right to terminate any account and to terminate all of our liability hereunder by mailing a check or draft for the balance of the Account to the address of the Company. In the event of a dispute over the ownership of the funds in the Account, you irrevocably authorize us to interplead the funds into a court of competent jurisdiction for a determination of ownership. You irrevocably authorize us to deduct our costs and expenses involved in filing the interpleader, including attorney's fees, from the account funds and to file the remaining sum with the court.

If the Credit Union engages legal counsel as a result of your breach of this Agreement or as a result of an overdraft, you agree to pay reasonable attorneys' fees plus other costs involved in enforcing the Agreement. You agree to hold harmless and indemnify the Credit Union from and against any and all loss, claim or damages, including reasonable attorneys' fees the Credit Union, its employees or agents may incur, directly or indirectly, except as may be attributable to the Credit Union's gross negligence or deliberate malfeasance. No delay in enforcement of our rights under this Agreement will result in any loss of our rights or relieve you of any of your obligations. If any provision of this Agreement is deemed invalid the rest of this Agreement will remain in full force and effect as if the invalid portion were never contained in the Agreement. This Agreement and all transactions under this Agreement will be governed by Alabama law and applicable Federal law.

As long as we act in a manner consistent with good faith in the exercise of ordinary care we may refuse to honor any request to close your account. If we do agree to close your account, you agree to indemnify and hold us harmless for the amount of any loss resulting from closing your account. You agree that at our option we may suspend your rights to member services if you violate the terms of this agreement.

Before you can close an account, you must cancel all direct deposits and any other automatic deposits. You must also stop payment of any automatic payments from your account. If we agree to close your account, you agree to indemnify and hold us harmless for the amount of any loss resulting from closing your Account. The Credit Union may close the Company's account without prior notice due to overdrafts which the Credit Union in its sole discretion considers excessive, for misuse of the account, for the committing of

any fraudulent act, or for other reason so determined by the Credit Union in its sole discretion.

**Maintaining Your Address at the Credit Union:** You must notify the Credit Union of any change in your address in writing using a change of address form acceptable to the Credit Union. Indicating a change of address on a check reorder form is not considered notice of a change of address. If any statement, voucher, notice, or other mail is returned to the Credit Union as "Undeliverable" by the U.S. Mail, you authorize us to destroy it after a reasonable time not to exceed one year. Failure to notify the Credit Union of any change in address is a default under the terms of the Plan.

**Check Orders:** The Credit Union only honors checks printed by the check company authorized by the Credit Union. The Credit Union may not be able to read Items printed by other printing companies. You authorize the Credit Union to debit your Account for the cost of checks ordered.

**Telephone Response System:** After Credit Union approval, the Credit Union's audio response system is your 24 hour a day link to your accounts. You can use any touch-tone telephone to access your account information at the Credit Union using this system. Using the Credit Union's specified procedures, you may obtain details on deposits, checks, loans, balances on your accounts, or check activity in an account, just like an account statement. You can perform automated checkbook balancing, choose your own PIN number (access code), transfer between your accounts, and request checks to be sent to you. Checks will only be mailed to your address on the records of the Credit Union. Check requests may be subject to certain restrictions. Ask the Credit Union for details.

**Account Fees:** You agree to pay certain account fees in accordance with the Rate and Fee Schedule provided to you. You agree that the Rate and Fee Schedule may be amended from time to time by our Board of Directors. The Rate and Fee Schedule and any amendments to the Rate and Fee Schedule are hereby incorporated as part of this Agreement.

**Dividends For Shares:** You must deposit more than the basic share to earn dividends. The dividend rate (and the corresponding annual percentage yield) is set by our Board of Directors and is subject to change each dividend period. Dividends are not guaranteed. Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in your Account each day. Dividends will begin to accrue on the business day you deposit non cash Items (e.g., checks) to your Account. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. Dividends will be compounded quarterly and will be credited quarterly. If you close an Account before dividends are credited, you will not receive accrued dividends.

**Transaction Limitations:** Except for your Share Draft Account, 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 pre-authorized or automatic transfer or telephonic order or instruction during any statement period. No more than three of the six transfers may be made by check, draft, debit card, or similar order to a third party. If you exceed the transaction limitations in any statement period, your Deposit Account may be closed by us and/or be subject to any

excess share withdrawal fee implemented by our Board of Directors, and you agree that the Credit Union may refuse to honor any transaction or Item presented for payment which exceeds the transaction limitations and return the excess items unpaid.

**Share Certificate Accounts:** Nothing in this Agreement shall be construed so as to make the Certificate account a demand deposit, and we reserve the right to require at least seven days written notice of an intention to withdraw any funds represented by this Certificate account. This notice time may be increased according to our Bylaws or under applicable laws. You will receive a receipt for the funds deposited into the Certificate Account you establish with us. The receipt is merely evidence of your Certificate account with us and is non-negotiable and non-transferable. Each Certificate shall be automatically renewed for successive periods, each equal to the original term of the Certificate, until it is presented for payment on any Maturity Date, or until we give written notice of our election to call the Certificate for payment on any Maturity Date by mailing notice of such intention to you at least ten days prior to such Maturity Date. In the event we either receive or give notice of an intention not to renew the Certificate and the receipt is not presented for payment on any Maturity Date, we may, at our option, either transfer all funds represented by the Certificate to any regular share account or other account of yours, or pay all funds represented by the Certificate directly to you. You may request us to pay the funds in a Certificate Account within ten days after any Maturity Date without penalty. If we pay any or all of the funds in a Certificate Account before any Maturity Date, you shall forfeit the lesser of the early payment penalty shown on the Fee Schedule or all dividends earned since the issuance date or the date of any successive renewal period. If dividends previously paid exceed dividends payable under this penalty provision, the excess shall be deducted from the amount requested to be withdrawn. All earnings credited to this Certificate Account may be withdrawn at any time without penalty. Certificates may not be pledged, transferred or assigned to any party other than this Credit Union.

You agree that any Authorized Person may open a Company Certificate Account which is governed by this Agreement with the Credit Union at any time without giving an additional signature.

**Share Draft Accounts:** We are under no obligation to pay any check and are authorized to refuse to pay any check without any reason for such refusal. You agree that in no event will the Credit Union be liable for damages for the dishonor of any Item as long as we act in good faith and exercise ordinary care, regardless of whether you have a balance in your Account sufficient to pay any Item which we fail to pay. In the event we pay an Item drawn on this Account, we may charge this Account the amount of such Item, even if the Item is presented more than six months after its date. You will be sent a Statement of all transactions and activity on the Account during the Statement period. Such Statement will be mailed to your last known address. You have a duty to examine the Statement and discover any Items containing unauthorized signatures or alterations. If you discover any Items on the Statement which differ from your records, you must promptly notify the Credit Union. Failure to notify the Credit Union within a reasonable time, not exceeding 30 days after the Statement date, will prevent you from recovering on the Item. The Credit Union will not be liable for Items forged or altered in a manner not detectable by the Credit Union through reasonable means, including, but not limited to, forgery or alteration resulting from the unauthorized use of a facsimile signature machine. You understand that your original



drafts will not be returned to you. You agree that the Credit Union's retention of checks does not alter or waive your responsibility to examine your Statements or alter the time limits for notifying the Credit Union of any forgery, alteration, errors or other objections. Upon receiving a written request from you, we may give you a copy of any paid check charged to this Account. You agree that the availability of obtaining a copy of a paid Item, upon request made to the Credit Union, constitutes a reasonable manner in which the Credit Union makes available paid Items.

**Overdraft Protection:** Checks which exceed the fully paid and collected balance in the Checking Account will not be paid unless you have established overdraft privileges for your Checking Account. To establish overdraft privileges, you must authorize us to transfer funds from other accounts that you own (i.e., share account). We may terminate overdraft privileges, if any, at any time without notice.

**Payment Order of Checks:** We may pay items presented for payment from your account in any order we choose, including descending amount order. This may result in additional overdraft charges.

**Stop Payments:** You may request stop payment on Items drawn on your Account. The Credit Union shall honor a stop payment order when it has a reasonable time (which shall not be less than 1 business day) to honor the request. A stop payment order must be in writing, and shall remain in force for 6 months unless terminated by an authorized person. You agree that unless you give the correct Account number, Item amount, and Item number, the Credit Union assumes no responsibility for stopping payment. If the Credit Union credits your Account after paying an Item over a valid and timely stop payment order, you agree to assist the Credit Union if it takes legal action upon the Item. You agree to hold harmless and indemnify the Credit Union against all claims, costs, attorney's fees, damages and other expenses or losses which may be incurred by the Credit Union, its employees or agents on account of a stop payment order. You do not have the right to stop payment on a cashier's check, certified funds, or any Item issued by the Credit Union.

**Money Market Accounts:** You shall be permitted to establish a Money Market Account according to the terms of this section and other applicable provisions contained in this Agreement. You authorize us to honor your withdrawals and transfer requests and pay deposit drafts and to charge all such payments against the funds in your Money Market Account.

**Substitute Checks and Your Rights:**

What is a substitute check? To make check processing faster, federal law permits banks 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.

What are my rights regarding substitute checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced 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 law. If you use this procedure, you may receive 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 receive 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 contact us at: 1215 VETERANS MEMORIAL PARKWAY, TUSCALOOSA, ALABAMA 35404 (205) 759-1595 or (800) 225-0110. You must contact us within forty-five (45) calendar days of the date 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 the Company was 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).

**Funds Availability:** Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. At that time, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before **5:15 PM** on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after **5:15 PM** or on a day we are not open, we will consider that the deposit was made on the next business day we are open. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the eleventh business day after the day of your deposit. However, the first \$100 of your deposit will be available on the first business day after we receive your deposit. If we are not going to make all of the funds from your deposit available on the first business

day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for an even longer period under the following circumstances:

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

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

If you are a new member, the following special rules will apply during the first 30 days your account is open. The first \$5,000 from a deposit of U.S. Treasury checks will be available on the first business day after the day of your deposit. The excess over \$5,000 will be available on the eleventh business day after the day of your deposit. Funds from wire transfers into your account will be available on the first business day after the day we receive the transfer. Funds from deposits of cash and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, 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. The excess over \$5,000 will be available on the eleventh business day after the day of your deposit. If you do not make the deposit in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

**Wire Transfers:** The following terms shall apply to all wire transfers of funds (as defined by Federal Regulation J and Article 4A of the Uniform Commercial Code as set out in the Code of Alabama (1975), as amended) to or from any of the member's accounts at the Credit Union. To the extent, the terms contained in this Agreement are different than those in any other agreement or terms of accounts, this Agreement shall control and be deemed to modify such other agreements or terms of accounts. If you request a wire transfer to be made or if a wire transfer is made to your account, the Federal Reserve Board's Fedwire may be used. Regulation J governs all Fedwire transfers and, therefore, determines the rights and liabilities of the parties of the transfer. All ACH payments are provisional. We may give you credit before we receive final settlement of the wire transfer. If we do not receive payment for the provisional credit granted, we may charge back to you any provisional credit that we have given. In that event, you authorize us to take such sum from any account in which you have an ownership interest or the right to withdraw. Notice of a wire transfer from or receipt of a wire transfer into your account will be made by us on your regular periodic statement for the affected account. We are not obligated to provide you with next day notification of transfers to your account. You may, of course, inquire between periodic statements regarding transfers. You agree to examine the periodic statement within 14 days after the statement is mailed and

immediately notify us of any discrepancy or error. If you fail to notify us within 14 days after the earlier of (a) the statement is mailed or (b) you receive notification from the Credit Union that the wire transfer was accepted or that your account was debited with respect to the wire transfer, you shall discharge and relieve us from any liability of claims, demands or expenses (including attorney's fees) in connection with such discrepancy or error.

All wire transfers will be made according to our security procedure. The security procedure is intended to verify that an order is authorized and detect errors in the transmission or content of the payment order. As a part of the security procedure, you will be asked to provide us with your birthdate, social security number, address, and password. This procedure will also apply to any amendment or cancellation of a payment order. A payment order, verified by the security procedure is effective as your order, whether or not the order is in fact authorized by you. We may give you notice of a change in the security procedures. In this event, we shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree in writing to an alternate security procedure.

If a beneficiary of a wire transfer is identified by name, identifying number or account number, payments made to the beneficiary may be made on the basis of that identifying number or account number even if the number identifies a person different than the named beneficiary. We will not be responsible for the amount of a transfer paid by means of a designated identification number or account number even if it goes to the wrong beneficiary. If a payment order identifies an intermediary or beneficiary's financial institution only by identifying number or account number, we may rely on that number as being the proper identification of the intermediary or beneficiary's financial institution. If a payment order identifies an intermediary party or beneficiary's financial institution by both name and an identifying number and the name and number identify different financial institutions, we and any receiving financial institution may rely on the identifying number as the proper identification of the intermediary party or beneficiary's financial institution. You agree to indemnify us for any loss or expense that results from our reliance on an incorrect identifying number or account number. We are authorized to take the amount of such loss or expense from any Account in which you have an ownership interest or the right to withdraw. Any rate of interest which we may be obliged to pay as a penalty under Regulation J or Article 4A shall be equal to the dividend rate paid on the account from which the wire transfer should have occurred or to which the proceeds of the fund transfer were or should have been deposited, whichever is lower. Our liability is limited to the payment of this interest. You agree that under no circumstances will we be liable for any indirect, incidental, consequential, remote or special losses or damages, including attorney's fees and costs. Our cut-off time for wire transfer requests is **3:00 PM**.

**Electronic Fund Transfers:** The following terms and conditions will govern all electronic fund transfers initiated by you or anyone else You have given access to your accounts, whether by telephone, automated teller machine, ACH network or any other electronic means. You agree to be responsible for all unauthorized Electronic Funds Transfers made from the Company's accounts. By signing the Signature Card or applicable agreement, you authorize the Credit Union to issue an access device, and request the Credit Union to issue one to you. The retention or use of such Card(s) shall be governed by the printed terms and conditions of this Agreement along with such other terms and conditions, or amendments thereto, as may be established from time to time by the Credit Union. You agree that any Cards issued to

you remain our property and may not be transferred or assigned to anyone. Upon our request, you agree to return your Card(s) to us. We may terminate access to electronic fund transfers or cancel your access devices at any time. Upon such termination, we shall give you notice of termination. The devices may not be used after we cancel them or after they have expired. If we do cancel, you agree to send back your access device(s) to the Credit Union. Access to electronic fund transfers may be terminated by you by giving a written notice to us and returning the access devices to us. Termination of the access shall not affect the liability you incurred prior to termination. You must keep your Account(s) open in order for your access to electronic fund transfers to remain valid. You agree to pay the current charges shown on the Rate and Fee Schedule and any future charges that may be approved by our Board of Directors for the use of electronic fund transfers. You authorize us to take any such fees from any Deposit Account in which you have an ownership interest or the right to withdraw. We believe that the various means of access to electronic fund transfers will prove to be reliable. However, certain means may not operate properly at all times. We, therefore, do not promise that our systems will always be available for your use. You promise not to attempt to make a transfer when a system tells you or other circumstances give you a reason to believe that the system is closed or is not operating properly due to a technical malfunction or is otherwise unable to make the transfer you desire. You agree that if we notice that your accounts are being used more frequently than usual, or are having larger amounts withdrawn than are usually withdrawn, we may try to contact you to verify that the access to the electronic fund transfers has not fallen into the hands of an unauthorized user. If we do not reach you, we may, in order to attempt avoidance against possible losses, choose to invalidate your access device the next time it is used. If we do, in fact, invalidate the access device, it may be revalidated. Contact us for the particulars involved in revalidating the device. However, you understand that we have no obligation to keep up with how the account is usually used or to notify you if we notice unusual activity. To initiate transactions via a Card or telephone response system, you must have a personal identification number (PIN). You agree not to tell the PIN to anyone, not to write the PIN on your Card or do anything else that would cause the Card or PIN to fall into the wrong hands. You agree also to tell us at once if you believe the Card or PIN has been stolen or lost. The fastest way to notify us is by calling (205) 759-1595 or (800) 225-0110. You agree that we are not responsible for providing security guards or other security measures at various ATM terminals. If you make a transfer, deposit or payment at a terminal, you agree that the correct amount in the event of discrepancy between a written receipt or deposit slip will be the amount that we find in the envelope used to make the transaction.

You agree that each transaction completed during normal credit union business hours will be posted immediately to your Account; transactions received after normal credit union business hours will be posted the next regular credit union business day. You further agree that credit to Accounts for non-cash Items will be conditional until we can collect the Item. If we cannot collect the amount of a non-cash Item, that amount will be deducted from your Account. You agree that the electronic fund transfer system shall be used only for the type of transfers and to have access only to the Accounts that we in advance have approved. If through some error the Card permits you to withdraw funds from an Account that you should not be allowed to use, we may charge the amount involved to an Account that you can use. Except as changed by this Agreement, electronic fund transfers made by use of the Card and PIN are subject to the rules and agreements contained in your Account agreement, signature card and other Account rules and regulations for your Accounts and this

Agreement is made part of those rules and regulations. In addition to the terms and conditions listed above, you agree that the following Electronic Fund Transfers Disclosure Statement shall cover electronic fund transfers made by you. If we are forced to institute suit against you as a result of a breach by you in this Agreement or as a result of an overdraft, you agree to pay reasonable attorneys' fees plus other costs if the amount of the debt exceeds \$300.00. This Agreement and all transactions under this Agreement will be governed by Alabama law and applicable Federal law.

### **Electronic Fund Transfers Disclosure Statement**

**YOUR ACCESS DEVICE AND ELECTRONIC FUND TRANSFERS:** YOU CANNOT TRANSFER MONEY INTO OR OUT OF YOUR ACCOUNT UNTIL WE HAVE VALIDATED YOUR USE OF OUR ELECTRONIC FUND TRANSFER SYSTEM. To validate your Debit card and obtain a personal identification number (PIN), you need to call the 800-telephone number provided to you when you receive your Debit card in the mail. When you validate your Debit card and PIN, the system will accept the use of your access devices.

**ACCOUNT ACCESS:** The following types of transactions may be made with your accounts:

- Preauthorized deposits made directly from other persons into your Account
- Preauthorized transfers made directly to other persons from your Account
- You may have preauthorized charges paid from your share or share draft account

**Electronic Teller:** Your PIN may be used with any TouchTone® telephone to allow you to initiate any of the following transactions, provided the accounts have been authorized for use. You may make:

- Transfers from Share to Share Draft Account
- Transfers from Share Account to Loan
- Transfers from Share Draft to Share Account
- Transfers from Share Draft Account to Loan

**Debit Cards:** Your Debit Card may be used to access your Share Draft Account to purchase goods, pay for services, get cash from a merchant, if the merchant permits, or from a participating financial institution up to your available balance. Your Debit card may also be used at any ALABAMA ONE CREDIT UNION ATM location. Additional networks may be added at some later date. You will be notified of any additions by us. When used with your PIN, the Debit card will allow you to initiate any of the following transactions, provided the accounts have been authorized for use. You may make:

- Deposits to Share Account
- Deposits to Share Draft Account
- Cash Withdrawals from Share Account
- Cash Withdrawals from Share Draft Account
- Transfers from Share to Share Draft Account
- Transfers from Share Draft to Share Account

- Transfers from Share Account to Loan
- Transfers from Share Draft Account to Loan
- Payments to Loan

**Home Branch On-Line Banking:** If we approve the on-line electronic/PC access service (“Home Branch”) for your accounts, you agree to comply with and be bound by the terms and conditions provided to you in the On-Line Banking Service Agreement/Application and Regulation E Disclosure Statement.

**Electronic Check Conversions:** Your check can result in an electronic funds transfer. Authorization of this type transfer may be expressed in writing or implied through the posting of a sign. These transfers can happen when: 1) You purchase goods or pay for services and authorize a merchant or service provider to convert your check into an electronic funds transfer: 2) At the time you offer a check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event the check is returned for insufficient funds. Paying such a fee electronically is an electronic funds transfer.

**LIMITATION ON FREQUENCY OF TRANSFERS:** For security reasons, there are limits on the number of transfers you can make using our systems.

**LIMITATION ON DOLLAR AMOUNTS OF TRANSFERS:** For security reasons, there are limits on the dollar amount of transfers you can make using our systems.

**SUMMARY OF YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS:** Tell us AT ONCE if you believe your card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Accounts. If you tell us within two business days, you can lose no more than \$50.00 if someone used your card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (205) 759-1595 or (800) 225-0110, or write to us at ALABAMA ONE CREDIT UNION, 1215 VETERANS MEMORIAL PARKWAY, TUSCALOOSA, ALABAMA 35404.

**SERVICE CHARGES:** A list of the fees and charges which are applicable to your electronic fund transfers is disclosed on the accompanying Fee Schedule. In addition, each Account affected by the transaction use will be subject to the regular service charge imposed for that specified Account as set forth in the Fee Schedule.

**SUMMARY OF YOUR RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS:** You can get a receipt at the time you make any transfer to or from your Account using an

ATM/Point-of-Sale terminal. If you have arranged to have direct deposits made to your account at least once every sixty days from the same person or company, you can call us at (205) 759-1595 or (800) 225-0110 to find out whether or not the deposit has been made. You will get a monthly account statement (unless there are no transfers in a particular month). In any case you will get a statement at least quarterly.

**SUMMARY OF YOUR RIGHT TO STOP PAYMENTS:** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call us at (205) 759-1595 or (800) 225-0110, or write us at 1215 VETERANS MEMORIAL PARKWAY, TUSCALOOSA, ALABAMA 35404 in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require that you put your request in writing and get it to us within 14 days after you call. Please refer to our Fee Schedule for stop payment charges. If these regular payments may vary in amount, the person you are going to pay will tell you ten days before each payment when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set). If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**SUMMARY OF OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS:** If we do not complete a transfer to or from your account on time or in correct amount according to our agreement with you, we will be liable for your losses for damages as required by Federal law. However, there are some exceptions. We will not be liable for, for instance:

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

**DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:** We will disclose information to third parties about your account or transfers you made:

- When it is necessary to complete the transfers;
- In order to verify the existence and conditions 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; or
- If you give us written permission.



**SUMMARY OF OUR ERROR RESOLUTION PROCEDURE:** In case of errors or questions about your electronic transfers, telephone us at (205) 759-1595 or write us at ALABAMA ONE CREDIT UNION, 1215 VETERANS MEMORIAL PARKWAY, TUSCALOOSA, ALABAMA 35404, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared. Your inquiry must include:

- Your name and Account number;
- A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need more information;
- The dollar amount of the suspected error; and
- Date of occurrence.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days (20 business days if the transfer involved a point-of-sale transaction) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days (20 business days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) 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 or question in writing and we do not receive it within 10 business days, we may not recredit your account. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**THE UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT OF 2006 (UIGEA) PROHIBITS ALABAMA ONE CREDIT UNION FROM PROCESSING RESTRICTED TRANSACTIONS THROUGH YOUR BUSINESS/COMMERCIAL ACCOUNT.**

**Effective September 1, 2016**

### **Fee Schedule**

**Fees and Charges:** Below is the Fee Schedule which sets forth certain conditions, rates, fees and charges applicable to your accounts. This schedule is incorporated into your Master Account Agreement with the Credit Union.

Account Research Fee	\$20.00 per hour
Business Checking Account Fees	
• Charter One	\$15.00 per month if greater than 25 transactions
• Community One	\$0.00
• Relationship One	\$0.00
Cashier's Checks - Member	\$5.00 per item
Cashier's Checks – Non-Member	\$10.00 per item
Check Copies	\$2.00 per item
Coin Machine Fee	4% if greater than \$100.00
Counter Check Fee	\$3.00 per sheet – free at account opening
Early Share Account Closure Fee	\$10.00
Escheating Fee	\$25.00
Excessive Withdrawal / Transfer Fee	\$5.00 per withdrawal, transfer, or payment in excess of 6 per billing cycle
Facsimile Service Charge – Local	\$2.00 first page / \$0.50 each additional page
Facsimile Service Charge – Long Distance	\$5.00 first page / \$1.00 each additional page
Gift Card Fee	\$3.00 per card
Home Branch Bill Pay	\$0.50 per bill pay – 15 free per billing cycle
Inactive Account Fee	\$10.00 per month
Invalid Address / Return Mail Fee	\$10.00 per month
Money Order Fee	\$1.50 per item
Mortgage Subordination Fee	\$125.00
Non-Member VISA Advance Fee	3% of advance
Non-Member Check Cashing Fee	1% if greater than \$500.00
Non-Sufficient Funds Fee	\$35.00 per item
Notary Fee - Member	\$5.00 per page – 2 pages free – \$25 maximum
Notary Fee – Non-Member	\$25.00
Overdraft Transfer Fee	\$5.00 per transfer
Replacement Plastic Card Fee	\$5.00 per card – 1 free per billing cycle
Returned Item Fee	\$25.00 per item
Safe Deposit Box Late Fee	\$10.00
Statement Copy Fee	\$1.00 per page – no charge if over age 65
Stop Payment Fee	\$30.00 per item
Wire Transfer – Incoming	\$10.00 per transfer
Wire Transfer – International	\$50.00 per transfer
Wire Transfer – Outgoing	\$15.00 per transfer

By signing below, the undersigned certifies that the Company has authorized this Account Agreement and the Signature Card with respect hereto as the act of the Company.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**CERTIFICATION AS TO TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING**

Under penalties of perjury, I certify (1) that the number shown on this form is the Company's correct taxpayer identification number, and (2) that the Company is not subject to backup withholding either because It has not been notified that It is subject to backup withholding as a result or failure to report all interest or dividends, or the Internal Revenue Service (IRS) has notified It that It is no longer subject to backup withholding.

\_\_\_\_\_  
Chief Executive Officer or Chairman

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date